

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 FOR THE COUNTY OF LOS ANGELES

3 -----

4 RELIGIOUS TECHNOLOGY CENTER, a )  
5 California Non-Profit Religious )  
6 Corporation; CHURCH OF SCIENTOLOGY )  
7 INTERNATIONAL, a California Non-Profit )  
8 Religious Corporation; and CHURCH OF )  
9 SCIENTOLOGY OF CALIFORNIA, a California )  
10 Non-Profit Religious Corporation, )  
11 Plaintiffs, )

12 vs. ) No. BC 033035

13 JOSEPH A. YANNY, an Individual; ) VOLUME I  
14 JOSEPH A. YANNY, a Professional Law )  
15 Corportion; and DOES 1 through 25, )  
16 Inclusive, )  
17 Defendants. )

18 -----

19 DEPOSITION OF JOHN J. QUINN, ESQ.

20 THURSDAY, MARCH 19, 1992

21 NOON & PRATT

22 CERTIFIED DEPOSITION REPORTERS

23 3530 WILSHIRE BOULEVARD, SUITE 1700

24 LOS ANGELES, CALIFORNIA 90010

25 PAGES 1-195

(213) 385-4000

**CERTIFIED  
COPY**

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10 Deposition of JOHN J. QUINN, ESQ., at 3340  
11 Ocean Park Boulevard, Suite 1050, Santa Monica,  
12 California, commencing at 10:10 A.M., Thursday,  
13 March 19, 1992, before Paulette M. Griffin,  
14 CSR No. 2499.

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1 APPEARANCES OF COUNSEL:

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3 THE REFEREE:

4

5 HONORABLE THOMAS T. JOHNSON, RETIRED

6

7 FOR THE DEFENDANTS:

8

9 LEWIS, D'AMATO, BRISBOIS & BISGAARD

10 BY: DAVID B. PARKER, ESQ.

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14

15 FOR THE WITNESS:

16

17 COOLEY, MANION, MOORE & JONES

18 BY: EARLE C. COOLEY, ESQ.

19 21 Custom House Street

20 Boston, Massachusetts 02110

21

22 ALSO PRESENT:

23 ROD RIGOLE, VIDEO OPERATOR

24 GAABRIEL BECKET

25 JOSEPH A. YANNY (A.M. ONLY)

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I N D E X

VOLUME I

THURSDAY, MARCH 19, 1992

WITNESS

EXAMINATION

JOHN J. QUINN, ESQ.

(By Mr. Parker)

10

(By Mr. Parker)

78

UNANSWERED QUESTIONS

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## DEFENDANTS' EXHIBITS

JOHN J. QUINN, ESQ.

|    |        |                                    |            |
|----|--------|------------------------------------|------------|
| 1  |        |                                    |            |
| 2  |        |                                    |            |
| 3  |        |                                    |            |
| 4  | NUMBER | DESCRIPTION                        | IDENTIFIED |
| 5  | 1      | Multi-page document, first         | 6          |
| 6  |        | page entitled, "Notice of          |            |
| 7  |        | Objection to Defendants'           |            |
| 8  |        | Notice of Deposition and           |            |
| 9  |        | Deposition Subpoena to the         |            |
| 10 |        | Custodian of Records of Quinn,     |            |
| 11 |        | Kully & Morrow and John J. Quinn." |            |
| 12 |        |                                    |            |
| 13 | 2      | Five-page "Declaration of          | 146        |
| 14 |        | John J. Quinn."                    |            |
| 15 |        |                                    |            |
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1 (Defendants' Exhibit-No. 1  
2 was marked for identification and is  
3 annexed hereto.)

4 VIDEO OPERATOR: My name is Rod Rigole. I am the  
5 videotape operator employed by the Cardomon Group at  
6 3633 West MacArthur Boulevard, Santa Ana, California.  
7 This is the videotaped deposition of John Quinn starting  
8 at approximately 10:11 on Thursday, March 19th, 1992 in  
9 the matter of RTC versus Joseph A. Yanny, Case  
10 No. BC 033035 taken at 3340 Ocean Park Boulevard, Santa  
11 Monica, California. This deposition is taken on behalf  
12 of the defendants.

13 Can we please have the introductions  
14 beginning with the witness.

15 THE WITNESS: My name is John Quinn.

16 MR. COOLEY: My name is Earle C. Cooley. I  
17 represent the witness.

18 MR. YANNY: My name is Joe Yanny and I am just  
19 here to watch.

20 MR. PARKER: David Parker representing  
21 defendants.

22 JUDGE JOHNSON: Judge Johnson, Referee.

23 (Continued on next page.)  
24  
25

1 JOHN J. QUINN, ESQ.,  
2 having been first duly sworn, testified as follows:  
3

4 MR. PARKER: I neglected to say yesterday for the  
5 record and I just want to make this short comment that  
6 as I understand it Mr. Cooley is not a member of the  
7 Bar. I did not know he would grace our presence, grace  
8 us with his presence here, and I don't know whether it  
9 portends your coming into the case in the filing of pro  
10 hac vice application. I just didn't want my silence or  
11 proceeding with the deposition which is important to us  
12 and we must do to be taken as acquiescence in the event  
13 that becomes an issue later on.

14 MR. COOLEY: You mean in the event I file an  
15 application for pro hac vice?

16 MR. PARKER: Or attempt to appear repeatedly  
17 without having filed one. But for today I am interested  
18 in taking the witness' deposition.

19 MR. COOLEY: You are not objecting to my  
20 participation today?

21 MR. PARKER: I object to your participation in the  
22 absence of court authorization and depending upon what  
23 your application said I might object to the  
24 application. I don't know, I am not prescient as far as  
25 that is concerned, but what's important today is



1 Mr. Quinn's deposition so there is no point served in  
2 making an issue out of it. I just didn't want my  
3 silence to be construed as some acquiescence.

4 MR. COOLEY: I understand what you are saying, I  
5 think. I just don't want to have anything relating to  
6 my participation as a Massachusetts lawyer and not a  
7 California lawyer in this deposition to be the basis of  
8 a later objection. If you have an objection to that  
9 participation at this time, I think you should make it  
10 at this time. If not, I understand your reservation of  
11 your rights with respect to any other appearances I  
12 might make in the case and I don't have a problem with  
13 that.

14 MR. PARKER: I just don't know what you will say  
15 in your application so I am going to reserve my rights  
16 in that respect, and I think that technically you should  
17 be pro hac viced in order to be here today, but I am a  
18 practical person and I have a desire to get to  
19 Mr. Quinn's testimony.

20 MR. COOLEY: I think under California law Judge  
21 Johnson could permit me to participate and I, since  
22 yesterday there had been no issue raised, I didn't ask  
23 for formal permission but I would ask for formal  
24 permission to participate in this deposition today.

25 JUDGE JOHNSON: All right. I think as a retired



1 judge there are limits to what I can do. And I think  
2 among the limits are a limitation that would involve my  
3 formally being able to authorize out-of-state counsel to  
4 act as pro hac vice, but as a practical matter and  
5 particularly considering that Mr. Quinn is a member of  
6 our Bar, I think it would be not inappropriate for you  
7 to advise him in an informal fashion which is about the  
8 way I think it's going to work out.

9 MR. YANNY: This is not to in any way be construed  
10 as our waiver of rights to any claim of privilege.

11 JUDGE JOHNSON: Nobody is waiving a thing.

12 MR. COOLEY: I am not suggesting any waiver but  
13 when I interpose objections --

14 MR. YANNY: We are.

15 MR. COOLEY: -- and get rulings, I don't want  
16 later on to have those objections and those rulings  
17 impugned because of an issue being raised about my right  
18 to appear here. If that's going to be the issue, then I  
19 am going to have to wait until Mr. Quinn gets counsel  
20 that doesn't have that infirmity and there is nobody  
21 available today to handle that.

22 MR. PARKER: If we make a motion because testimony  
23 has been refused because of an objection, we will rest  
24 our case on the merits of that objection and not on the  
25 fact that you are an esteemed member of the

1 Massachusetts Bar.

2 MR. COOLEY: Thank you.

3 JUDGE JOHNSON: I think that's sufficient and  
4 let's get rolling.

5

6

EXAMINATION

7 BY MR. PARKER:

8 Q. Mr. Quinn, have you ever had your  
9 deposition taken before?

10 A. Yes, I have.

11 Q. And I know you have taken many yourself.  
12 Have you ever been deposed in a case that involved any  
13 of the Church of Scientology-related entities?

14 A. No.

15 Q. Have you ever testified in court in any  
16 case involving Scientology-related entities?

17 A. No.

18 Q. Did you do anything to prepare for this  
19 deposition?

20 A. Yes. I read some declarations and I went  
21 through my file. Looked at my time sheets, time  
22 records. Met with Mr. Cooley. That's about it.

23 Q. What other documents other than those you  
24 just identified comprise the file that you reviewed in  
25 preparation for your deposition?



1           A.       Mr. Parker, I think just my file, the file  
2       that I had kept on a variety of matters, my personal  
3       files, some in Corydon, some in Aznaran, some in Yanny.

4           Q.       What I am trying to do is identify the  
5       documents you consulted or reviewed in order to prepare  
6       for your testimony today.

7           A.       Just the documents in those files.

8           Q.       So --

9           A.       Some of them were notes, some of them were  
10      handwritten notes of conversations. Some were notes of  
11      conversations with clients and with the client.

12          Q.       Besides notes, what other documents did  
13      you review and besides which you have already told us?

14          A.       I think that's about it. The  
15      declarations, several declarations. Very few of the  
16      pleadings.

17          Q.       Did you review any documents in  
18      preparation for the deposition which were neither  
19      documents which were public records or copies of  
20      documents which were public records nor were produced in  
21      response to the subpoena directed to you and your firm?

22          A.       I don't think so.

23          Q.       Well, for example, did you review any  
24      documents that are on the privilege log that was  
25      attached to your notice of objection?



1           A.       I think I probably did, yes.

2           Q.       Any other documents that you neither  
3 produced nor were matters of public record that you  
4 reviewed in preparation for your deposition?

5           A.       Not to my knowledge.

6           Q.       Among the notes that you reviewed in  
7 preparation for your deposition, were there any that are  
8 not listed on the privilege log in the objections which  
9 I have asked the reporter before we started to mark as  
10 Exhibit-1 and is now before you?

11          A.       I don't think so.

12          Q.       Did you review each of the documents  
13 identified in the privilege log in preparation for your  
14 deposition?

15          A.       Mr. Parker, I am not sure I reviewed each  
16 one of those documents. Some of them totally had  
17 nothing to do with these matters. As I went through  
18 them, I probably did not review those.

19          Q.       You said notes, among other things, notes  
20 of conversations with clients but on the privilege log I  
21 don't see any notes that are in reference to  
22 conversations with clients.

23          A.       I can't answer that. I have not reviewed  
24 the privilege log. I think it was brought out  
25 yesterday.

1           Q.       So does it appear then, you are welcome to  
2       look at it, it's Exhibit-1. It's right in front of  
3       you. It would appear to me and I want you to correct me  
4       if I am wrong that there are notes that you have  
5       reviewed in preparation for today's deposition that have  
6       not been produced and are not listed on the privilege  
7       log?

8           A.       I would have to answer that that could  
9       very well be. They may be notes that had nothing to do  
10      with these various transactions.

11          Q.       Well, can you humor us for a minute and  
12      review the privilege log. It follows Page 20 of your  
13      objections.

14          A.       Okay.

15          Q.       Take a moment and review those five items  
16      and then tell me whether the notes you reviewed or at  
17      least some of them were not on this list.

18          A.       I reviewed more documents than are on this  
19      privilege list.

20          MR. PARKER: Your Honor, I believe those documents  
21      if they were sufficiently pertinent to review for this  
22      deposition should have been on this privilege log.

23          MR. COOLEY: I object to that. You review  
24      something to determine what is in and what is out, what  
25      is relevant and what isn't relevant. That doesn't make



1 the things that have nothing to do with the case  
2 relevant and producible. The privilege log contains the  
3 documents on which privilege is claimed. The witness  
4 has testified that the documents that he reviewed that  
5 weren't produced or weren't listed on the privilege log  
6 had nothing to do with the case.

7 MR. PARKER: No, he didn't. If you want to coach  
8 him, you go coach him outside.

9 MR. COOLEY: I object to that. That's an improper  
10 statement. I wasn't coaching the witness. I was  
11 addressing an objection to the judge and I object to  
12 that statement.

13 MR. PARKER: So noted.

14 JUDGE JOHNSON: All right. Anything you want to  
15 add to your comment?

16 MR. PARKER: No.

17 JUDGE JOHNSON: It sounds to me like that you have  
18 been sufficiently advised on this, if I have understood  
19 Mr. Quinn's answers. So I don't, if you want to be  
20 heard further on exactly what you think he should  
21 produce, this is the time.

22 MR. PARKER: Your Honor, we have asked for 74  
23 categories of documents. And we are led to believe that  
24 in those 74 categories of documents the only documents  
25 he has and that his firm has that are responsive are



1     those produced and those withheld based on privilege.  
2     And according to Mr. Cooley everything else including  
3     notes that he thought were pertinent enough to review  
4     for this deposition are outside of the scope of this  
5     subpoena which they themselves classified as overbroad.  
6     It can't be the case that Mr. Quinn thought they were  
7     pertinent to review them but they somehow escaped the  
8     dragnet of 74 individual requests in the subpoena.

9             JUDGE JOHNSON: Tell me again what these notes  
10    are.

11            THE WITNESS: Judge, I kept files on three  
12    different matters. The Corydon matter. The Aznaran  
13    matter. And what we call Yanny II. Usually in keeping  
14    my files I keep a separate file which are labeled  
15    correspondence and memos. Much of that is  
16    correspondence that passes between counsel in the case  
17    and some of those in the files are handwritten notes of  
18    mine.

19                    There were extensive files. Quite  
20    frankly, in Corydon I kept a separate file that I just  
21    labeled and kept myself called the Corydon settlement  
22    file which had to do with the bulk of the discussions  
23    that took place having to do with the Corydon  
24    settlement. They were extensive and lasted over a long  
25    period of time in connection with our appearances before

1 Judge Savitch in that matter.

2 In the Aznaran case I was not very active  
3 in that case. I kept some notes, my handwritten notes  
4 that were there and also in the Yanny case, I kept some  
5 notes in those files. My recollection is I turned those  
6 files over to counsel advising me on that subject and in  
7 preparation for this deposition.

8 JUDGE JOHNSON: Mr. Parker, is it that you believe  
9 that the notes should have been mentioned in the  
10 privilege log or that you think you should have access  
11 to the notes?

12 MR. PARKER: It is the first and possibly the  
13 second. Unless the privilege log is given, the party  
14 who seeks discovery cannot test the validity of the  
15 objection. It is the burden of the party who withholds  
16 evidence to establish the basis for that privilege, and  
17 the law requires a privilege log so that that burden can  
18 be met.

19 When documents are withheld and are not  
20 put on the privilege log, they have carte blanche to  
21 assert that privilege and no one, Your Honor or I, can  
22 test that. And yet we have established that they were  
23 sufficiently relevant in the witness' mind that he  
24 reviewed them in preparation for this deposition. And I  
25 just heard a very important caveat that he turned his



1 files over to some other unnamed lawyer who he  
2 apparently relied upon and no doubt in good faith but  
3 the net result is we have a privilege log that doesn't  
4 begin to list all the documents that have been  
5 withheld. Maybe for valid reasons, but we will never  
6 know. And we have the right to know.

7 JUDGE JOHNSON: All right. I don't see any way to  
8 proceed except by going forward as far as we can, and I  
9 will ask Mr. Quinn to augment this privilege log with  
10 these other items, and we will see what they are and  
11 address that problem as it becomes clear.

12 MR. PARKER: I will reserve my rights to continue  
13 with this deposition at another time.

14 JUDGE JOHNSON: I expect that you will.

15 BY MR. PARKER:

16 Q. The person to whom you referred, you  
17 called him counsel, who was that?

18 A. That was Mr. Cooley and Miss Bartilson.

19 Q. Did I understand you to say that the files  
20 had been returned to you so that you could review them?

21 A. No.

22 Q. Well, if you turned them over then how did  
23 you review them in preparation for this deposition?

24 A. I reviewed them prior to the time I turned  
25 them over, Mr. Parker.

1 Q. When was the last time you reviewed  
2 documents in preparation for this deposition?

3 A. I reviewed some this morning, but I think  
4 the ones you are talking about I reviewed two or three  
5 days ago.

6 Q. What documents did you review this  
7 morning?

8 A. Just the declarations of various people,  
9 my declaration, Mr. Van Sickle's declaration. Documents  
10 that have been filed in the lawsuits.

11 Q. Did you read more than one declaration by  
12 Barry Van Sickle?

13 A. I think I read two declarations by Barry  
14 Van Sickle.

15 Q. One in '91, one in '92?

16 A. Yes.

17 Q. Did you review Mr. Drescher's declaration  
18 bearing the same date as your own, July 8?

19 A. Yes, I did, probably not this morning but  
20 I have read that declaration. I read it in connection  
21 with the matters as they were pending at the time.

22 Q. Did you review any notes of conversations  
23 this morning in preparation for the deposition?

24 A. No, I did not.

25 Q. The privilege log does not contain any



1 notes of your meeting on June 5 or your meeting on  
2 June 20. Is that because you didn't take notes or  
3 because you were not able to find them?

4 A. I don't believe I took notes on June 5 and  
5 June 20. Those were at a table in the coffee shop in my  
6 office building, and I don't think I was taking notes at  
7 that time.

8 Q. That was in the building where the  
9 Biltmore Hotel is?

10 A. Yes.

11 Q. Did you observe anyone else taking notes?

12 A. No, I didn't.

13 Q. During either meeting?

14 A. Not to my recollection.

15 Q. The fact that you didn't take notes, was  
16 that a conscience decision on your part?

17 A. Not at all.

18 Q. Was that part of a custom and practice you  
19 have in connection with meetings of that sort?

20 A. Mr. Parker, I sometimes take notes and I  
21 sometimes don't. And that was a meeting as I recall  
22 which perhaps was ordered by Judge Savitch because I  
23 think we were going back up that very day of the 5th to  
24 continue settlement negotiations. We were at a  
25 breakfast table, and I don't usually take notes in a

1 setting like that.

2 Q. I note that the privilege log does not  
3 contain any references to notes of conversations with  
4 Joe Yanny. Did you ever take notes in any conversations  
5 with Joe Yanny in 1991?

6 A. Yes.

7 Q. Do they still exist?

8 A. Yes, they do.

9 Q. Why aren't they on this log?

10 A. I didn't prepare this log, Mr. Parker.

11 MR. PARKER: Your Honor, I am trying to search for  
12 some reason why notes of conversations with the  
13 defendant in this case could be withheld and not appear  
14 on this log.

15 JUDGE JOHNSON: Well, it does seem to me that  
16 should be included.

17 BY MR. PARKER:

18 Q. Did you take notes in meetings or  
19 telephone conversations with Barry Van Sickle on  
20 occasion other than July 24, 1991 and June 12, 1991?

21 A. I probably did. Yes.

22 MR. PARKER: Again, Your Honor, those are the only  
23 notes that are on this log, so apparently there are  
24 others that are not on this log.

25 Q. Let me direct your attention to Item No. 3



1 in the privilege log. It's undated. And it's  
2 identified as "One page of notes" and then it says,  
3 "identifying dates."

4 A. Right.

5 Q. If you think about it from my perspective,  
6 it seems peculiar. It's undated but it's one page of  
7 notes identifying dates. Can you explain that for me?

8 A. I can try, Mr. Parker. I think in  
9 connection with one of the arguments on the order to  
10 show cause, I took notes or I asked somebody what are  
11 the dates of certain events that happened and it was  
12 written down on a piece of paper, not even in my  
13 handwriting. I think that's probably the date that  
14 people who prepared the privilege log are referring to.  
15 I think that's probably those notes, not in my  
16 handwriting.

17 Q. I understand from your declaration that  
18 there were telephone conversations with Mr. Van Sickle  
19 between June 5 and June 20. Is it the case that there  
20 was more than one such conversation?

21 A. I am not certain about that. There -- I  
22 am sure there was at least one, there may have been  
23 others. I haven't reviewed and don't have my time  
24 records right in front of me. You do. It should, would  
25 probably show if there were any during that period of



1 time. I will say I don't always make notes of telephone  
2 conversations, but I try to.

3 Q. Given the situation as it existed in June  
4 of 1991, the level you were at in your discussions on  
5 settling Corydon and your attempts to settle Aznaran and  
6 given the nature or given the identity of the person to  
7 whom you were communicating, namely, Barry Van Sickle,  
8 was it more likely than not that in your telephone  
9 conversations with Mr. Van Sickle you would take notes?

10 A. Yes, it would be more likely than not that  
11 I would take notes.

12 Q. As you sit here now, can you tell us  
13 whether or not your files contain notes of conversations  
14 with Barry Van Sickle between June 5 and June 20 other  
15 than the one item that is identified under the date  
16 June 12?

17 A. I am sorry, I can't, but I would assume  
18 quite frankly there would be some notes of those  
19 conversations.

20 MR. PARKER: Your Honor, is it safe to assume that  
21 that's within the purview of what you have requested?

22 JUDGE JOHNSON: Yes, I would think so.

23 BY MR. PARKER:

24 Q. When was the last time that you had a  
25 one-on-one conversation by phone with Joe Yanny?

1           A.           I am not certain about that. I think it  
2           would have been sometime after our dinner meeting at  
3           Morton's which I believe was at the latter part of  
4           August.

5           Q.           1991?

6           A.           1991. I would think the time records  
7           would give you a better idea of when we spoke and the  
8           last time we spoke.

9           Q.           Oh, unfortunately your time records don't  
10          go that far at least the ones that were produced to us.  
11          Why don't you -- let me do this. I am neglectful for  
12          not having you identify Exhibit-1. Can you please  
13          identify that as a true and correct copy of you and your  
14          firm's objections to our deposition subpoenas?

15          A.           Yes.

16          Q.           And that's your signature on Page 20?

17          A.           Yes, it is.

18          Q.           Based on the time records that are  
19          attached to Exhibit-1, what is the last time entry  
20          reflected on them by either you or someone else from  
21          your office?

22          A.           The last date of any time entry?

23          Q.           Yes.

24          A.           You want me to go through and take a  
25          look?



1 Q. Yes. I think they are in sequence so it  
2 shouldn't be too much difficulty. I don't believe there  
3 are any August dates if that's of any help to you.

4 A. I see only -- I haven't looked at the time  
5 records, the backup, but these backup sheets, the long  
6 sheets are usually translated into the billing  
7 statements, and I see that these apparently are only for  
8 the month of July 1991.

9 Q. So going back to the last private  
10 telephone conversation with Mr. Yanny, it would have  
11 been sometime after late August 1991?

12 A. I think that's probably right.

13 Q. And of course that covers the better part  
14 of eight or nine months. Can you be more precise as to  
15 the last --

16 A. I am not precisely sure when I last talked  
17 with Mr. Yanny, but I think it would have been shortly  
18 after the dinner meeting, and I would say perhaps in  
19 September of 1981. I am not certain that we spoke  
20 much --

21 MR. YANNY: '91.

22 THE WITNESS: '91. -- much after that.

23 BY MR. PARKER:

24 Q. Who placed the call?

25 A. The last call?



1 Q. Yes.

2 A. It is hard to say.

3 Q. Do you recall the substance of what was

4 said?

5 A. No, I don't.

6 Q. Do you recall anything that was said?

7 A. In the last conversation with him?

8 Q. The last conversation.

9 A. No, I don't.

10 Q. Do you recall the subject matter?

11 A. I really don't, Mr. Parker.

12 Q. Can you recall any comments, colorful or

13 otherwise, that Mr. Yanny may have made?

14 A. In the last conversation?

15 Q. The last one.

16 A. No. I had many conversations with

17 Mr. Yanny and some of them were colorful, but I don't

18 recall what was said in the last conversation.

19 Q. Do you believe your files contain notes of

20 the last conversation?

21 A. I am not certain of that. There were many

22 conversations with Mr. Yanny that I did not take notes

23 of because we were either talking about things that

24 didn't matter very much and I would not have made notes

25 of those.

1           Q.       So other than the fact that there was at  
2       least one conversation after the dinner meeting at  
3       Morton's, that conversation in terms of substance is a  
4       blank slate for you?

5           A.       Well, it is as I sit here now. And if I  
6       saw time records or notes of that conversation, it might  
7       refresh my recollection as to what was said during the  
8       conversation.

9           Q.       When was the last time you met face to  
10      face in a one-on-one conversation with Mr. Yanny?

11          A.       I think it was probably the dinner meeting  
12      at Morton's although we may have had a couple -- we had  
13      a couple of face-to-face settlement type of  
14      conversations with other lawyers present. That may have  
15      been before the Morton's meeting which I think was in  
16      August of '91. But one of them may have been  
17      afterwards. I am looking for Joe for help but I don't  
18      mean to be doing that. I am trying to recollect when  
19      that time frame was.

20          MR. YANNY: Do as much as I can for you, Jack.

21      BY MR. PARKER:

22          Q.       Hopefully Mr. Yanny is done with his  
23      helpfulness in this case as far as depositions are  
24      concerned.

25          A.       Okay.



1 Q. Before the Morton's dinner meeting, when  
2 was the last time that you and Mr. Yanny had a private  
3 face-to-face conversation?

4 A. Just the two of us?

5 Q. Yes.

6 A. I am not sure we did. We did have a  
7 couple of meetings, one or two meetings, I think even in  
8 my office with Mr. Van Sickle present -- Mr. Van Sickle  
9 present and perhaps Mr. Drescher in discussing the  
10 possibility of settling the case.

11 Q. When was the last time you had a  
12 one-on-one telephone conversation with Barry Van Sickle  
13 in which you discussed either Joe Yanny or the Aznaran  
14 case?

15 A. Two or three days ago.

16 MR. COOLEY: I am sorry, I didn't get who the  
17 participants were.

18 MR. PARKER: Just one-on-one with Barry Van  
19 Sickle.

20 MR. COOLEY: Okay.

21 BY MR. PARKER:

22 Q. Who called who?

23 A. I called Mr. Van Sickle.

24 Q. How long did that conversation last?

25 A. Perhaps a minute or so.

1 Q. What was the purpose of the call?

2 A. Was to advise him that my deposition was  
3 about to be taken. And find out if his deposition had  
4 been taken or was scheduled to be taken.

5 Q. Why was that of interest to you?

6 A. I can't tell you, Mr. Parker. I was just  
7 curious to see what was going on, quite frankly. It was  
8 a very brief conversation.

9 Q. Your statement almost makes me wonder  
10 whether the documents that we regularly serve on your  
11 office get to your office. Surely you must be keeping  
12 these documents?

13 MR. COOLEY: I don't know what that means. Are  
14 you talking about the deposition notices and the like?

15 MR. PARKER: Yes.

16 THE WITNESS: Is there a question? Do you want me  
17 to answer a question?

18 BY MR. PARKER:

19 Q. Can you explain to me how it is that you  
20 didn't know whether or not Mr. Van Sickle's deposition  
21 had been noticed? Or taken?

22 A. No, I can't explain it to you. If the  
23 question is have I read every single paper that's been  
24 served on my office in recent times by your office, I  
25 would have to confess that I have not. And I, frankly,



1       don't even recall whether I ever saw a Notice of  
2       Deposition of Barry Van Sickle. Perhaps I have.

3               Q.       What other reasons did you have for  
4       calling Mr. Van Sickle?

5               A.       That's about the only reason,  
6       Mr. Parker.

7               Q.       What did you say to him and what did he  
8       say to you?

9               A.       I was about to have my deposition taken  
10       this week. "What's going on? Anything?"

11                       He said, "No, nothing that I know about."

12                       I said, "Has your deposition been taken?"

13                       I think he said, "Well, it was scheduled  
14       but then it was continued and it's going to be taken  
15       some other time. Perhaps in April."

16                       And I said I wasn't sure whether mine was  
17       going to be taken Wednesday or Thursday. That's about  
18       it frankly. I think I said something about I hadn't --  
19       I hadn't talked to him for many, many months at that  
20       time. I said, "I haven't talked to you. How are  
21       things? How's it going? Are you trying cases?"

22               Q.       So a little --

23               A.       Maybe a minute if I stretched it out to  
24       give you all of that.

25               Q.       So a little friendly chitchat?

1           A.       That's about what it was.

2           Q.       When was the last time you had spoken with  
3 him before that event?

4           A.       Many weeks or many months prior. Many  
5 months prior. I doubt that I talked to Barry Van Sickle  
6 this year.

7           Q.       The last conversation before a few days  
8 ago concerned what subject?

9           A.       I am not certain. It may have been the  
10 wrap-up or the conclusion or a continuing dispute in  
11 negotiations which went on for many months over the  
12 terms of the court in settlement.

13          Q.       In your most recent telephone conversation  
14 with Mr. Van Sickle did you refer to his 1992  
15 declaration?

16          A.       No.

17          Q.       Did you refer to his 1991 declaration?

18          A.       No.

19          Q.       Did either of you talk about anticipated  
20 testimony?

21          A.       Not at all.

22          Q.       Was there any other person who you called  
23 similarly with a view toward today's deposition?

24          A.       No.

25          Q.       Did the two of you talk about the



1 possibility that the person taking your deposition might  
2 inquire about your conversation?

3 A. No.

4 Q. When was the last time you actually saw  
5 Barry Van Sickle?

6 A. It could very well have been the last  
7 court appearance before Judge Savitch. And I don't  
8 recall that I have seen him since that time.

9 Q. When was the last --

10 A. I may have bumped into him in the  
11 courthouse, but the last court appearance, probably the  
12 last time that I saw him after that. I don't believe I  
13 had any face-to-face contact with him after that at  
14 all.

15 Q. When was the last time you spoke with  
16 Mr. Van Sickle on the subject of Joe Yanny? Or any  
17 lawsuit in which he was a party?

18 A. It would have been even prior to the last  
19 time I saw him at the Corydon hearing. We were not  
20 talking about the Yanny lawsuit. I believe there was  
21 very little discussion between he and I about that.

22 Q. Since December 1 of 1991, have you had any  
23 conversations with Barry Van Sickle on the subject of  
24 Joe Yanny or any lawsuit in which he was a party?

25 A. I don't believe I have.

1           Q.       When was the last time you spoke with  
2       Mr. Van Sickle on the subject matter of the Aznaran  
3       case?

4           A.       Probably even before that, before December  
5       of '91.

6           Q.       After the dinner meeting at Morton's, did  
7       you ever again discuss the Aznaran case with  
8       Mr. Van Sickle?

9           A.       Mr. Parker, we may have but it was not  
10      something we were involved in conversation about.

11          Q.       When was the last time Barry Van Sickle in  
12      conversation with you adverted to the fact that he had  
13      been in communication with the Aznarans or either of  
14      them?

15          A.       You know, I am not certain I ever had  
16      conversations with him after a conversation I had with  
17      him after the June 5 meeting in which he, I believe,  
18      told me he had contacted the Aznarans, and they had  
19      rejected what I had thrown out as a potential settlement  
20      possibility.

21          Q.       Are you saying the Aznaran case did not  
22      come up as a subject during the meeting on June 20?

23          A.       It probably did. It may have. I thought  
24      what you asked me is when was in connection with  
25      conversations he had had with the Aznarans.



1 Q. Yes. That's true.

2 A. It could have been in that context. I am  
3 not sure I would dissect him talking about conversations  
4 he had with the Aznarans -- I don't know that he had  
5 conversation with the Aznarans.

6 Q. In the June 20 meeting was Mr. Van Sickle  
7 asked why the Aznarans had fired Ford Greene?

8 A. Yes.

9 Q. And did he answer the question?

10 A. Yes, he did.

11 Q. And in the course of that did he advert to  
12 conversations he had had with the Aznarans?

13 A. I assume he did. I don't know where he  
14 got his information about why they had fired him nor do  
15 I know when he got it.

16 Q. Is that the last conversation which you  
17 believe he was providing information that came from  
18 conversations directly with the Aznarans?

19 A. I am not sure that I am prepared to state  
20 that he said that's why they had fired Ford Greene.  
21 That was your characterization.

22 Q. Well, but my question had to do with your  
23 belief. Did you believe he was telling you information  
24 he had acquired from conversations with the Aznarans?

25 A. Yes, that's fair. I believed he was

1 relaying conversations he had. Whether he had them with  
2 them, some intermediary, some other lawyer, I couldn't  
3 tell you.

4 Q. Were there any later discussions with him  
5 after June 20, 1991 in which he spoke in ways that made  
6 you think he was communicating information that had come  
7 from direct communications with the Aznarans?

8 A. Not that I recall.

9 Q. Have you ever spoken with Ford Greene?

10 A. No, I have never spoken with Ford Greene.

11 Q. Have you ever spoken with Gerald  
12 Armstrong?

13 A. I don't believe I have ever spoken with  
14 Gerald Armstrong.

15 Q. Have you ever spoken with the Aznarans?

16 A. I have never spoken with the Aznarans to  
17 my knowledge.

18 Q. Have you ever spoken with Karen McRae?

19 A. No.

20 Q. Tony Wright?

21 A. No.

22 Q. Let me ask you some questions about the  
23 billing records that you produced.

24 A. Sure.

25 Q. Again I am directing you to Exhibit-1. At



1 the risk of asking you a narrative, can you just give us  
2 an overview of the procedures your firm followed in July  
3 of 1991, which is the primary period covered by these  
4 statements, from time sheets to pro forma to billing?

5 A. Yes. Generally we keep a small time  
6 sheet. I keep a small time sheet at my desk and as I  
7 deal with a matter by telephone or review or documents,  
8 I write the name of the matter down. Sometimes I will  
9 make notes as to what I have done.

10 At the end of the day or the beginning of  
11 the next day I dictate from that sheet into a machine  
12 which a secretary then types up, sends to the  
13 bookkeeping department, which translates itself into  
14 this long computer run, the longer one that you have in  
15 front of you. And from this at the end of the month on  
16 a billing cycle, we are on a billing cycle, these  
17 documents are reviewed and translated into a statement.

18 The handwritten notes, I think, are  
19 discarded as I dictate them. And the sheets that the  
20 secretary types up, I think she simply sends to the  
21 bookkeeping department and they become this long -- the  
22 long billing sheet. And I am not sure where they are  
23 stored or kept or whether the typewritten one is  
24 produced by my secretary is maintained.

25 Q. Does it happen that sometimes you will

1 edit on the pro forma the language of the entry?

2 A. Yes. You mean the long -- what I will  
3 call the long sheet, we understand we are talking  
4 about --

5 Q. It's called a pro forma here.

6 A. Yes, this can be edited. This can be  
7 edited as it comes in before it's sent to the billing  
8 department.

9 Q. Unless you edit it then the bill will  
10 print out with the same description of services as the  
11 pro forma?

12 A. Yes, or my secretary edits it sometimes  
13 for typing or grammar.

14 Q. Stated otherwise then, unless the pro  
15 forma reflects a change or a revision, the bill will  
16 contain the words that your secretary typed before it  
17 was sent to the computer?

18 A. I assume that's correct, but once it  
19 leaves my office, having had it dictated, I don't see it  
20 again until I get this back. The pro forma back. If  
21 there is some marks on it, I don't get it back and I  
22 don't make a comparison of the two.

23 Q. So the only antecedent document to the pro  
24 forma that would survive or may survive would be the  
25 typewritten document prepared by your secretary off of



1 the dictation?

2 A. That's right, if they survive..

3 Q. And you just don't know one way or the  
4 other?

5 A. I don't know.

6 Q. Does the firm have a policy on that?

7 A. I don't think so. I am sure I should know  
8 the answer to that but I don't know, Mr. Parker.

9 Q. So the pro formas and the bills are the  
10 best evidence of the services performed for which the  
11 client was billed.

12 A. I believe that's correct, yes. If those  
13 are maintained, it would be another layer. But I assume  
14 they would be virtually the same as the pro forma.

15 Q. The notes you described, are they on a  
16 preprinted form?

17 A. The notes, I am sorry?

18 Q. The notes from which you dictate the time  
19 entries, are those notes on a preprinted form?

20 A. Yes.

21 Q. And what is that preprinted form?

22 A. 8-1/2-by-11 sheet that just says billing  
23 information with some empty columns on it where you  
24 indicate the client, file number, and the description of  
25 services.

1 Q. Is that called a time sheet?

2 A. It is a time sheet.

3 Q. So the time sheets for the days covered by  
4 the documents produced as part of Exhibit-1 no longer  
5 exist.

6 A. I don't believe they do.

7 Q. You said that the information in the pro  
8 forma is reviewed and translated into a statement. In  
9 the case of these matters you were the person who  
10 reviewed the bills?

11 A. Not always, no.

12 Q. You are listed as the billing attorney.

13 A. Right, that's correct.

14 Q. So did you prepare the bills that are  
15 attached to Exhibit-1?

16 A. Probably not.

17 Q. Who did?

18 A. Probably Eric Dobberteen, one of my  
19 partners. The billing responsibility was centralized  
20 with one person. I do very little billing. I am  
21 generally behind and slow on billings so they have taken  
22 that function away from me and given it to somebody who  
23 is more prompt.

24 Q. I try to be slow but they don't reward me  
25 by taking it away.



1 A. I think they penalize me by --

2 Q. Or they withhold my draw is what they do.

3 A. That's right.

4 Q. There is a prelim -- I am sorry. I used  
5 the words from my firm. There is a pro forma that has  
6 some handwriting. This is the pro forma dated August 7,  
7 the matter is described as RTC/Joseph Yanny.

8 A. Right.

9 Q. And there is some handwriting on the right  
10 side of the page. Do you recognize it?

11 A. I think that's my secretary's  
12 handwriting.

13 Q. Let me guess what's going on. This file  
14 reflected by this particular pro forma was what we call  
15 Yanny I, the time was recorded to that and this  
16 instruction is to transfer that time to the new file  
17 Yanny II?

18 A. I am not certain of that because I am not  
19 certain I ever opened a file on Yanny I.

20 Q. Take a look at the next prelim. Is that  
21 for a different file?

22 A. I am not certain about that. I don't  
23 believe I ever participated in Yanny I to my knowledge.  
24 What happens sometimes and happens very often, two  
25 matters get opened and so at the end of the month you

1       come back and you have two separate sheets reflecting  
2       time and what you usually do is transfer from one to  
3       another and eliminate the duplicate file.

4               Q.       Let's take a step back.

5               A.       Sure.

6               Q.       On these prelims is the number 1460 the  
7       client number associated with Church of Scientology  
8       International?

9               A.       Yes, I think so.

10              Q.       And the four digit number that follows the  
11      period is the matter number?

12              A.       That's correct.

13              Q.       So if we look at the Aznaran pro forma,  
14      that file number is 0002; correct?

15              A.       That's right.

16              Q.       Then if we go to the pro forma for the  
17      file entitled, "RTC/Joseph A. Yanny," the matter number  
18      there is 0007?

19              A.       Yes.

20              Q.       And these numbers are given as new matters  
21      come in?

22              A.       Generally, yes.

23              Q.       So, for example, the next file or the next  
24      pro forma, the matter description there is just Joseph  
25      A. Yanny and that one is 0015; is that correct?



1           A.       That's correct.

2           Q.       Now, in the normal course of things that  
3       file 0015 would have been opened after the one I  
4       mentioned just before that, RTC/Joseph A. Yanny?

5           A.       I can't answer that but I assume that's  
6       correct.

7           Q.       Do these pro formas tell you the date the  
8       file was opened?

9           A.       I don't believe so. Somebody in the  
10       computing department may be able to answer that. I  
11       don't know that.

12          Q.       Is 0007 the case we call Yanny I?

13          A.       I don't believe it is, Mr. Parker.

14          Q.       Were you involved in matters relating to  
15       Mr. Yanny other than Yanny I and Yanny II?

16          A.       I am not sure I was involved in Yanny I as  
17       such, frankly.

18          Q.       Let me rephrase it in terms of your firm.  
19       Has your firm opened up files relating to Mr. Yanny  
20       other than those in connection with Yanny II?

21          A.       Not that I know of.

22          Q.       Why are there two files with names that  
23       reference Mr. Yanny?

24          A.       I can't answer that other than the answer  
25       I gave you earlier. Sometimes they get opened. If you

1 will notice the only time entry that has to do with  
2 either of these two matters are July '91 matters. So I  
3 can't tell you. Somehow there must have been two sheets  
4 that are opened in billing and time entries got logged  
5 to one or the other of those, and my secretary made a  
6 notation to transfer the one from 0007 to 0015. It may  
7 have been that the description changed or became more or  
8 became more descriptive, I simply can't answer that.

9 Q. The only time that is recorded on the 0007  
10 pro forma is your time; correct?

11 A. That's correct.

12 Q. And that time relates to a service  
13 performed on July 18?

14 A. Yes.

15 Q. And that was after you were aware of the  
16 filing or imminent filing of the Yanny II lawsuit?

17 A. I think that's right.

18 Q. Was it your decision to --

19 A. That could be the answer to your question  
20 is that we opened a -- once a matter came in that then  
21 had a pleading on it, bookkeeping opened a separate file  
22 with a descriptive nature to it.

23 Q. Why then the opening of the 0015 file?

24 A. I can't answer that.

25 Q. Whose instruction or decision was it to



1 transfer your time from 0007 to the No. 15 matter?

2 A. I assume my secretary did that as a matter  
3 of course realizing that there were two sheets open or  
4 two numbers open on what was basically one matter having  
5 to do with Mr. Yanny.

6 Q. To the best of your knowledge, does your  
7 firm have any other open or closed files on matters  
8 where Mr. Yanny's name is mentioned?

9 A. No.

10 Q. And to the best of your knowledge, your  
11 firm was not involved in Yanny I?

12 A. I don't believe so. That was a case that  
13 was tried and went up on appeal. It was before my  
14 time. I don't recall we were ever called upon to  
15 perform any services in connection with what we call  
16 Yanny I. I could be wrong about that but --

17 Q. Let's look at the bill that is identified  
18 as Joseph A. Yanny on your file number 1460.0015. The  
19 actual bill itself. It's dated August 12th.

20 A. Okay. I have that in front of me.

21 Q. Have you seen this document before?

22 A. Yes.

23 Q. Did you approve it before it went out?

24 A. I doubt very much that I did.

25 Q. Is this a true and correct and complete

1 copy of the August 12, 1991 bill for this file number?

2 A. As far as I know it is, yes.

3 Q. Is there any redaction that has been done  
4 to this document?

5 A. Not that I see.

6 Q. Now, comparing the two pro formas for the  
7 7 and 15 files, can you tell me whether or not this bill  
8 of August 12 combines the time which I suppose is  
9 another way of saying was that time actually transferred  
10 to the 15 file?

11 A. Mr. Parker, looking at it, if you take the  
12 file that's 1460.0007 and the time entry of July 18,  
13 '91, it appears to have been placed on this bill. 1.5  
14 hour charge, and of course it translates to \$525.

15 Let me take a look at the second one you  
16 have here that we are labeling 1460.0015 on the pro  
17 forma. Let me see. Those two entries are on the 24th  
18 and 31st. I guess we can check and see, the 24th  
19 appears to appear on the bill. If you will note that  
20 description and the entry of four hours and \$1,400, and  
21 the second entry I have is the 31st four-tenths of an  
22 hour and \$140 has been translated on the bill  
23 statement.

24 Q. Does the bill, the August 12, 1991 bill in  
25 the Joseph A. Yanny matter include time entries that are



1 not reflected on either of the two pro formas where  
2 Mr. Yanny's name is mentioned?

3 A. I think it does, yes.

4 Q. Why is that?

5 A. I can't answer that. I don't know.

6 That's the way the billing went out. It could have been  
7 as I said you had two descriptions here. It may have  
8 been that there were two or three file numbers opened on  
9 the thing. Could have been for a variety of reasons.

10 Q. Isn't it most likely that the additional  
11 time entries on the August 12 bill that are not  
12 reflected on the pro formas for 0007 and 0015 came from  
13 pro formas on some other file?

14 A. Could very well have been. Yes. If you  
15 look at the 19th, you see an appearance before Judge  
16 Cardenas and Judge Chirlin. So obviously there is  
17 another pro forma somewhere that reflects that  
18 statement.

19 Q. So where is the other pro forma?

20 A. I can't answer that, Mr. Parker.

21 MR. PARKER: Again that's not been produced, Your  
22 Honor, and it is not on the privilege log. This one may  
23 just be a genuine omission and maybe the others were as  
24 well, but we are obviously missing a pro forma.

25 MR. COOLEY: Do you remember whether it was in the

1 file?

( 2 THE WITNESS: I don't remember whether it was in  
3 the file.

4 MR. COOLEY: Let me explain something, Your  
5 Honor. I did not review the file -- who did you give it  
6 to?

7 THE WITNESS: Laurie Bartilson.

8 MR. COOLEY: Laurie Bartilson who is not even in  
9 Los Angeles today is the one who put this together.

10 (At this point GAABRIEL BECKET  
11 entered the deposition proceedings.)

12 MR. COOLEY: I am going to ask Mr. Quinn, because  
13 I am leaving town today, to review the files that he  
14 gave to Miss Bartilson with specific reference to those  
15 notes that have been talked about. And I will also  
16 include this -- what is it called, a pro forma?

17 THE WITNESS: Pro forma.

18 MR. COOLEY: -- this pro forma that appears to be  
19 missing and see whether that was in existence when it  
20 was delivered. I think one of the problems here is Your  
21 Honor may recall from yesterday, Mr. Drescher reported  
22 his view of the meet and confer that took place before  
23 Your Honor. That the scope of the depositions was going  
24 to be limited to the meetings of June 5th and June 20th  
25 and the issue of --



1 JUDGE JOHNSON: Percipient knowledge.

2 MR. COOLEY: Damage and percipient knowledge. So  
3 in any event we are now going to review it in light of  
4 what Your Honor has said for the purpose of determining  
5 what the situation is with respect to those notes and  
6 the missing pro forma. And any supplementation that's  
7 required, we will do.

8 JUDGE JOHNSON: I have been thinking about how to  
9 proceed and what might be done to make the best use of  
10 everybody's time and forestall, if we can, the necessity  
11 of recalling Mr. Quinn. And I am suggesting to you all  
12 when we take a break, and I have in mind that we are  
13 going to try to work straight through to accommodate  
14 Mr. Cooley, I am asking you to consider whether it is  
15 feasible if, in fact, the file is still with  
16 Miss Bartilson's office to messenger it out here so that  
17 at a break you could examine it and see if we can solve  
18 some of the problems that have arisen in this one  
19 session. I am not asking you for an answer at the  
20 moment. You think about it. We will be taking a break  
21 in another 15, 20 minutes and it may or may not be  
22 practical to do that.

23 MR. PARKER: Mr. Quinn --

24 JUDGE JOHNSON: We have another person present.

25 MS. BECKET: I am Gaabriel Becket. I am Laurie

1 Bartilson's paralegal from Bowles & Moxon.

2 JUDGE JOHNSON: Welcome.

3 MS. BECKET: Thank you.

4 BY MR. PARKER:

5 Q. Mr. Quinn, the additional time entries  
6 that surface in the August 12 bill which are not  
7 reflected in any pro formas produced and attached to  
8 Exhibit-1, they all appear to be your time?

9 A. Yes.

10 Q. Since you were the one who recorded this  
11 time, can you give us your best information as to what  
12 files you originally reported this time to? If it's  
13 helpful to take it item by item, we can do that. July  
14 16, the very first entry is not on either of these pro  
15 formas.

16 A. The answer to that I think I told you  
17 before. I can't tell you where it was recorded. It was  
18 probably recorded on another file that had to do with  
19 Yanny or maybe a mistake was made in the translation of  
20 it from another file or maybe a file number was done  
21 wrong as occurs from time to time in a situation.

22 If you would like me to run down and take  
23 a look at these entries, I could probably certainly tell  
24 you whether these eight entries have to do with the  
25 Yanny matter. Obviously three of them are reflected on



1 pro formas you already have so we are talking about five  
2 that do not. One of them just looking at it, the 19th,  
3 clearly has to do with the Yanny matter. It is an  
4 appearance before Judge Cardenas and Judge Chirlin on  
5 the order to show cause. So it's either -- it was  
6 either misnumbered or it's on another Yanny pro forma  
7 like these that are either not in existence or were not  
8 produced, Mr. Parker.

9 Q. You have a conflict system.

10 A. Conflict system?

11 Q. At your firm.

12 A. Yes.

13 Q. And it's computer based, isn't it?

14 A. Yes.

15 Q. And you could run Mr. Yanny's name through  
16 that computer in a matter of seconds and tell us how  
17 many files with Mr. Yanny's name are in existence.

18 A. Probably.

19 Q. And that would include closed files as  
20 well; right?

21 A. Probably.

22 Q. And, in fact, it would identify any case  
23 opened where Mr. Yanny was a party, true?

24 A. Yes.

25 Q. Well, if your system is like mine, I

1 believe we could take a break and you could make a phone  
2 call and that information could be given to us in a  
3 matter of minutes.

4 A. I would be happy to try.

5 Q. I would suggest when we take the break  
6 that you make the phone call, and it may be that there  
7 is another Yanny file, so to speak, and that might be  
8 the answer to our question. And if it isn't, then it  
9 might appear more likely that you simply had it recorded  
10 wrongly to some other file.

11 A. Mr. Parker, I would be happy to do that.  
12 With all due respect, I think the entries on the  
13 statements that were submitted to the client commence in  
14 July of 1991. I am virtually certain I never recorded  
15 any other time that had to do with Mr. Yanny at any date  
16 prior to that date. And, in fact, the first time, I  
17 believe, I have had any contact with Mr. Yanny was at  
18 the OSC hearing on July 19, 1991 and that I didn't have  
19 files having to do with Mr. Yanny prior to the middle of  
20 July 1991, but I will certainly do what you say. I was  
21 not involved in Yanny I. I had never met Mr. Yanny  
22 before nor had I ever talked to him before this period  
23 of time and the first time we ever spoke. You know.

24 MR. YANNY: I caught him looking for a job once.

25 THE WITNESS: He may have done that.



1 MR. PARKER: Apparently you didn't luck out.

2 MR. YANNY: Apparently I did.

3 JUDGE JOHNSON: We have been at it a little over  
4 an hour. Let's take just a five-minute break or so and  
5 you check the feasibility of getting that file over here  
6 and follow through on the suggestion from Mr. Parker and  
7 let's see where we are.

8 THE WITNESS: Sure.

9 JUDGE JOHNSON: Maybe we can make better use of  
10 the time.

11 VIDEO OPERATOR: We are going off the record now  
12 and the time is approximately 11:11.

13 (Recess taken.)

14 VIDEO OPERATOR: We are back on the record now and  
15 the time is approximately 11:23.

16 BY MR. PARKER:

17 Q. On the pro forma for 0007 there is an  
18 entry for balance due from previous statement. And  
19 someone -- if there was an entry in terms of a dollar  
20 amount that's been blocked out, can you tell me whether  
21 there actually is a number there without telling me what  
22 the number is?

23 A. I can't tell you that. I don't know.

24 Q. I take it you wouldn't have redacted it if  
25 it was -- if it showed zero?

1           A.       I would assume that's the case. I did not  
2 do the redaction.

3           Q.       And if this were a new file that had been  
4 just opened up during the month of July, there wouldn't  
5 be a zero balance, would there?

6           A.       That's correct.

7           Q.       So it would be logical to assume that the  
8 0007 file was opened up no later than the previous  
9 month.

10          A.       I think that would be a logical  
11 assumption, right.

12          Q.       Let's go over -- let's do the 0007 pro  
13 forma for the purpose of understanding the setup here.  
14 Your billing client is CSI, as I understand it?

15          A.       Yes.

16          Q.       And your bills are sent to the attention  
17 of Lynn Farny.

18          A.       Yes.

19          Q.       Under the column attorney, that's the name  
20 of the person or the initials of the person who performs  
21 the work; correct?

22          A.       Yes.

23          Q.       JJQ is you, is that true?

24          A.       That's correct.

25          Q.       Now, hopefully I won't be confusing things



1 too much if I ask you just to go over and look at the  
2 Aznaran pro forma, the first page, and I see the  
3 initials SLD, who is that?

4 A. You mean under the attorney column at the  
5 bottom of that page?

6 Q. Yes.

7 A. July 5?

8 Q. Yes.

9 A. That's probably Sharon Douglas, an  
10 associate in my office.

11 Q. From the August 12 bill in the Joseph A.  
12 Yanny matter and the two pro formas that have  
13 Mr. Yanny's name on them, may we assume that within your  
14 shop you were the only lawyer who performed services and  
15 recorded and billed time to the client on that subject  
16 in the month of July?

17 A. I think that's a fair assumption,  
18 Mr. Parker.

19 Q. Did Sharon Douglas work on the Yanny II  
20 case?

21 A. I don't believe so.

22 Q. To the extent you have appeared as  
23 attorney of record in Scientology-related litigation,  
24 has it always been on behalf of CSI?

25 A. No. I believe I have appeared on behalf

1 of some other entities.

2 Q. Did you appear on behalf of any other  
3 entities in Yanny II?

4 A. I think my appearance in that case may  
5 have been on behalf of RTC.

6 Q. And in the Aznaran case on whose behalf  
7 did you appear?

8 A. I am not sure about that. I don't know if  
9 it would show on the billing or how the description of  
10 it was carried.

11 Q. The client on all three of the matters you  
12 have provided pro formas for is CSI.

13 A. Right. That's really to whom you direct  
14 the bill. It's not necessarily who you represent in a  
15 litigation matter.

16 Q. Yesterday Mr. Drescher testified that  
17 after CSI paid him that someone in the organization  
18 would then allocate and charge back to the appropriate  
19 entity. Is that your understanding?

20 A. I don't know. I have no understanding of  
21 how Mr. Drescher's fees are handled.

22 Q. Is that what happens with respect to your  
23 fees?

24 A. Not that I know of. But I don't know how  
25 they handle it. My -- the matters in which I handle is



1 usually handled on a separate file so you know the  
2 matter that they deal with. I don't know how they  
3 allocate internally, quite frankly.

4 Q. The August 12 bill in Joseph A Yanny, was  
5 it paid?

6 A. I am not sure.

7 Q. If we had the pro forma for the month of  
8 August in the 0015 case, that would tell us whether or  
9 not at least it had been paid for the month of August?

10 A. Yes, it would.

11 MR. PARKER: How would -- again, Your Honor, I  
12 believe this is smack dab in the subpoena. These are  
13 damages that are only damages of the client paid them.  
14 I have no reason to think that it wasn't paid but we  
15 asked for ledgers among other things and that's  
16 specifically asked for, and I know that the computer  
17 system Mr. Quinn is using has a computerized ledger.  
18 With a push of the botton it shows the date of the  
19 statement and the date of payments received.

20 Q. Am I right?

21 A. I assume that. I have rarely been in the  
22 computer room, Mr. Parker.

23 Q. You have computerized billing records from  
24 which you could easily determine what bills went out and  
25 what money came in on a particular matter.

1           A.       Yes.

2           JUDGE JOHNSON: All right. I think we can develop  
3 this. So I will note it and go forward.

4 BY MR. PARKER:

5           Q.       Were the fees charged in connection with  
6 the Aznaran case as reflected on the pro forma -- as  
7 reflected on the bill dated August 12 in that case, were  
8 they paid?

9           A.       I don't know. I can't tell you that.

10          Q.       Going back to the 0007 pro forma. The  
11 column date is the date on which the service was  
12 rendered?

13          A.       Yes.

14          Q.       What does status mean?

15          A.       I don't know.

16          Q.       What does the letter B under "Status"  
17 mean?

18          A.       I can't tell you that. I don't know.

19          Q.       You have two entries or two columns for  
20 time. Column No. 4, at least the number four in  
21 parentheses, and Column No. 5, the five in parentheses,  
22 what's the difference?

23          A.       I don't know.

24          Q.       You also have two columns for amount and  
25 at least in the case of the July 18 entry the amount is



1 the same under both columns. Can you explain the  
2 difference between the two columns?

3 A. No, I can't.

4 Q. Now --

5 A. May have something to do with the word  
6 "billing" just above it that's bracketed by two  
7 asterisks, but I can't tell you that.

8 Q. Under the heading, "Time and Fee Summary"  
9 that shows what your rate and the total hours you spent  
10 and the total fees charged for your services for the  
11 time period covered by the pro forma?

12 A. Yes.

13 Q. Under "Ledger Summary," what does total  
14 costs advanced mean?

15 A. I am not certain. I was looking at that,  
16 Mr. Parker. I assume that means the costs that had been  
17 incurred in connection with the matter. Are you talking  
18 about the total costs advanced?

19 Q. Yes.

20 A. The total costs advanced, reading this in  
21 the ledger summary, it would suggest to me that there  
22 had been other amounts billed at an earlier time on that  
23 matter.

24 Q. Similarly, total costs received?

25 A. Right. But I can't tell you, because I

1 just don't know how these two sheets pop up and that  
2 there must be another one somewhere because of the other  
3 five entries on that -- on the invoice or statement.

4 Q. At the risk of getting the person in  
5 trouble who did the redacting, does it appear to you  
6 that the balance due from previous statement that is  
7 blacked out is the same number as total fees charged?

8 A. I am not certain of that.

9 Q. Total fees charged, does that refer to  
10 past fees?

11 A. I would think it would, yes.

12 Q. Does the ledger summary reflect historical  
13 totals from the inception of the case or merely monies  
14 received in the billing cycle reflected on the pro  
15 forma?

16 A. I am not certain of that.

17 Q. Whose responsibility is it to check off  
18 the items on the bottom of the pro forma where it says,  
19 "Bill Costs and Fees" and "Bill Balance Forward"?

20 A. That's whoever is in charge of getting the  
21 bill out for that matter. It might come through me  
22 first or my secretary or Mr. Dobberteen and you just  
23 make an X.

24 MR. COOLEY: May I have a brief moment to make a  
25 telephone call, Your Honor? It's on this file



1 situation.

2 JUDGE JOHNSON: All right. Let's go off the  
3 record for a couple of minutes.

4 VIDEO OPERATOR: We are going off the record now  
5 and the time is approximately 11:34.

6 (Recess taken.)

7 VIDEO OPERATOR: We are back on the record now and  
8 the time is approximately 11:40.

9 BY MR. PARKER:

10 Q. What role, if any, did you play in the  
11 redacting of these time records?

12 A. None.

13 Q. Who handled the redacting?

14 A. Miss Bartilson, I believe.

15 MR. COOLEY: It was Miss Bartilson.

16 BY MR. PARKER:

17 Q. Were you consulted on what services you  
18 thought were connected to my client's conduct at all?

19 A. No. I shouldn't say at all, Mr. Parker.  
20 Let me clarify that. I did not sit down and go over  
21 each individual item with Miss Bartilson. Miss  
22 Bartilson and I did discuss the nature of my services,  
23 and she was aware of the case, so she had some  
24 familiarity with it.

25 Q. Have you reviewed the time records as

1 redacted before coming here to testify?

2 A. No.

3 Q. Without looking at the records, are you  
4 prepared to express the view as to whether or not each  
5 of the services that are reflected that we can now read  
6 after the redacting were performed as a proximate result  
7 of the conduct of my client? Or in order to answer my  
8 question would you have to go item by item?

9 A. I would probably have to go item by item,  
10 but I am not sure whether it has to do with whether they  
11 were performed for or in connection with Mr. Yanny. I  
12 think the purpose of the redaction was to excise  
13 anything that might possibly have violated some sort of  
14 a privilege or work product. I am not certain of that.

15 Q. That's not my understanding, but hopefully  
16 we will be taking the deposition of the person who made  
17 the cut.

18 JUDGE JOHNSON: I think she is on the schedule.

19 I am not sure I understand the last  
20 question and answer really. If you did, I guess it is  
21 not too important for me to do it, but --

22 MR. PARKER: Maybe I should clarify.

23 JUDGE JOHNSON: Let me ask my own question then if  
24 you will let me.

25 Mr. Quinn, is it your understanding that



1 the billing as redacted and as submitted reflects the  
2 time that you spent relative to this matter as a result  
3 of the intervention of Mr. Yanny?

4 MR. COOLEY: You mean the unredacted --

5 JUDGE JOHNSON: The unredacted portion. The part  
6 that you are presenting.

7 THE WITNESS: Yes, that's my understanding.

8 JUDGE JOHNSON: Was that the question you asked?

9 MR. PARKER: I was wanting to know if he would be  
10 willing to state that under oath as a blanket statement  
11 or whether he would have to go line by line in order to  
12 affirm that. It sounded like the latter.

13 THE WITNESS: I am not sure I understand what you  
14 are saying. The redacted portion -- you correct me if I  
15 am wrong. The redacted portion or portion that was not  
16 attributed to Mr. Yanny; is that correct?

17 JUDGE JOHNSON: The unredacted is attributed.

18 THE WITNESS: Yes, but I can go through that line  
19 by line that's not --

20 BY MR. PARKER:

21 Q. I know we can go through line by line but  
22 I was wondering since you didn't review it before  
23 testifying if you would be prepared to say under oath  
24 that the unredacted services, in other words, the ones  
25 that we can read on Exhibit-1, all of those services

1       were performed as a result of Mr. Yanny's intervention  
2       in the Aznaran case?

3               A.       Mr. Parker, I could go over it line by  
4       line. I believe I could say that to you from the dates  
5       involved in the matter and the entries. But I have not  
6       gone over them one by one to do that. The only one you  
7       are talking about is the Aznaran statement, is it not?

8               Q.       No.

9               A.       There is only one statement that -- no?

10              Q.       No. Well, let me ask you then. The  
11       services that you rendered in connection with the  
12       Joseph A. Yanny matter, the ones reflected on the August  
13       12 bill that has that title --

14              A.       There is nothing redacted on that.

15              Q.       Okay. Let's just take that statement, the  
16       August 12 statement for the Joseph A. Yanny matter, are  
17       the services listed there all services that were  
18       performed as a result of Mr. Yanny's intervention in the  
19       Aznaran case?

20              A.       That's difficult to answer. They were  
21       services rendered in connection with the Yanny matter  
22       which commenced in the middle of July. In part that may  
23       have been as a result of his intervention in the Aznaran  
24       matter or it may have been as a result of other  
25       conduct. As far as I am concerned, it has to do with



1 services performed in connection with the Yanny case.

2 Am I clear on that or unclear or are we not connecting?

3 Q. I think we need to go through it item by  
4 item. I notice you didn't produce a bill for the month  
5 of August. Did you do work for Yanny II in August?

6 A. I don't believe but I don't believe we  
7 were asked to produce it. I asked my office to review  
8 the subpoena and produce those statements which were  
9 encompassed by the subpoena. If they did not, it is an  
10 oversight on our part and I thought that that's what was  
11 asked for.

12 Q. Well, it sounds like the same people that  
13 redacted your stuff did the same thing with  
14 Mr. Drescher. And Mr. Drescher produced time records  
15 that included the month of June and the month of August  
16 and you didn't and that's why I am trying to figure out  
17 why.

18 A. That's not a correct statement. The  
19 people who redacted it may have been the same people.  
20 The people who produced the statements are not the same  
21 people. The statements themselves were produced by my  
22 office after reading the subpoena. If they misread it  
23 and didn't produce all that you want, I will get you  
24 what you want as far as June or August is concerned.  
25 But their reading of it was they produced the statements

1 in response to that subpoena. Are we clear on that?

2 Q. I am clear on the definition of the term  
3 "relevant services" in the subpoena. That definition  
4 says, "as used herein, shall mean and include any and  
5 all legal services rendered by you to plaintiffs in  
6 connection with this litigation" which refers to Yanny  
7 II, "or the controversies which preceded it to the  
8 extent plaintiffs claim or will claim as damages the  
9 fees and costs paid to you."

10 Now, if -- I don't want at trial to be  
11 faced with an August bill from you and a claim for  
12 damages based on that. If there is no claim, I am as  
13 happy as a clam. But if there is a claim then I need to  
14 have those documents produced.

15 A. Okay. I think that's for the client to  
16 develop.

17 Q. And I don't know how you handled the  
18 production and then the redacting other than what you  
19 have told me.

20 A. Okay.

21 Q. Let's go to the June 5 and June 20  
22 meetings with Van Sickle. First, a little bit of  
23 history preceding June 5. Were you at all involved in  
24 the efforts to disqualify Mr. Van Sickle in the Aznaran  
25 case or was that before your time?



1           A.       No, that was long before my time.

2           Q.       When you met with Mr. Van Sickle on  
3 June 5, 1991, you were aware that he had previously been  
4 ordered disqualified from the Aznaran case?

5           A.       Yes, I was.

6           Q.       You were aware that Judge Ideman had  
7 deemed him to be an extension of Joe Yanny?

8           A.       Yes, I was.

9           Q.       And you were aware that at that moment,  
10 June 5, 1991, Mr. Van Sickle continued to represent Joe  
11 Yanny in the Yanny I lawsuit? Also true?

12          A.       I am not certain of that, but generally I  
13 think I did. I don't know what stage Yanny I was at  
14 that time. Whether it was on appeal and if he was still  
15 involved in the appeal or not. I don't think I ever  
16 appeared in Yanny I or was aware of the status of  
17 Yanny I.

18          Q.       Well, whatever the status, it was still  
19 pending; correct?

20          A.       Yes, as far as I know.

21          Q.       And as far as you knew Barry Van Sickle  
22 was still representing him.

23          A.       I already answered that.

24          Q.       No, I don't think --

25          A.       Yes, I think I did. I said I don't know

1     whether he was in Yanny I or not.  If you want me to  
2     assume that, I will go ahead and assume that.

3             Q.       I want to know what you answered when you  
4     met with him on June 5, 1991.  Did you believe that you  
5     were sitting across the table from a lawyer who at that  
6     moment was still representing Joe Yanny?

7             A.       I think that's probably correct.  But as I  
8     said I wasn't in the case and I hadn't kept up with it.  
9     I don't know the status of it.  Wasn't anything I had  
10    been involved in.  It started many years before I came  
11    into the matter.  And I was not in it.

12            Q.       When you met with Van Sickle on June 5,  
13    were you aware of the results at the trial court level  
14    in Yanny I?

15            A.       Yes.

16            Q.       Had you read Judge Cardenas' opinion?

17            A.       No.

18            Q.       Had anyone informed you as to the  
19    substance of that opinion by Judge Cardenas?

20            A.       No, not really.

21            Q.       So as far as you were concerned when you  
22    met with Mr. Van Sickle the circumstances that caused  
23    his original disqualification had not materially  
24    changed; is that right?

25            A.       I can't answer that.  I don't know that.



1           Q.       Was there a discussion -- I will come to  
2       the discussion in a minute. What, if anything, did you  
3       do to prepare for the meeting with Mr. Van Sickle on  
4       June 5?

5           A.       I am not certain that I did anything. I  
6       had been involved in the Corydon matter and the  
7       settlement discussions for some little bit of time, and  
8       my recollection is that Judge Savitch had ordered us to  
9       confer from time to time and this was one of those  
10      conferences in anticipation of a meeting with Judge  
11      Savitch later that day.

12          Q.       Did you understand Judge Ideman's  
13      disqualification order as of June 5, 1991 to merely  
14      prohibit Van Sickle's conduct as attorney of record or  
15      that its prohibition was broader than that?

16          A.       I am not sure I had an understanding of  
17      it. If I did, it was probably that he was disqualified  
18      from appearing on record. But I can't tell you that.

19          Q.       You didn't think about it one way or the  
20      other?

21          A.       Well, to the extent that I knew he had  
22      been disqualified and could no longer represent the  
23      Aznarans in that case, I thought about it. Now, past  
24      that and its extensions and ramifications I did not.

25          Q.       Did you think at the end of the June 5

1 meeting that Mr. Van Sickle in carrying the settlement  
2 proposal to the Aznarans would be in violation of Judge  
3 Ideman's order?

4 A. No, I don't believe I did.

5 Q. As long as he wasn't attorney of record  
6 you are saying?

7 A. That was my -- if you are asking me to go  
8 back and reflect on that, I think that's a fair  
9 statement.

10 Q. All right. Now, --

11 A. I don't believe Mr. -- well, okay.

12 Q. When you went to the meeting on June 5,  
13 you went there with settlement authority in the Aznaran  
14 case; correct?

15 A. I think so. Yes.

16 Q. And that authority had been given to you  
17 shortly before the June 5 meeting.

18 A. Yes.

19 Q. Within a week?

20 A. I am not certain of that. I am not  
21 certain when that authority -- it was more of a concept  
22 quite frankly than the specific authority on a  
23 particular case.

24 Q. Did you not go into the June 5 meeting  
25 with specific monetary authority in the Aznaran case?



1 A. Yes, I probably did.

2 Q. And was that --

3 A. But -- let me clarify it for you so we get  
4 it straight. I didn't go into that meeting, quite  
5 frankly, with the idea of even discussing the Aznaran  
6 case or the settlement if you want to know the truth  
7 about it. I was promoting a concept of trying to settle  
8 cases. Whether it was Corydon, Yanny or Aznaran.

9 Q. Had that concept been authorized?

10 A. The concept was mine.

11 Q. Had it been authorized by the client for  
12 purposes of expressing it to Mr. Van Sickle?

13 A. No. No, that wasn't the purpose of the  
14 meeting.

15 Q. Did you express that concept at the  
16 meeting on June 5?

17 A. Yes, I did.

18 Q. But your testimony is that you did so  
19 without authority from the client?

20 A. I didn't say that.

21 Q. Well, --

22 A. That's not what I said.

23 Q. Did you or did you not have authority to  
24 express to Van Sickle in the June 5 meeting that  
25 concept?

1           A.       I did not have any discussions about that  
2       with the client.

3           Q.       So you took it upon yourself.

4           A.       I took it upon myself. It was a concept  
5       that I wanted to pursue.

6           Q.       And --

7           A.       I wanted to attempt to settle various  
8       lawsuits the church was involved in. I thought it was  
9       the proper, healthy, professional thing to do.

10          Q.       Did you tell Van Sickle in the June 5  
11       meeting that this concept was yours and had not yet been  
12       authorized by the client?

13          A.       No. No. But I am not sure I told him of  
14       the whole concept or -- he knew that I was interested in  
15       settling cases. That I thought it was a healthy thing  
16       to do to settle the cases. He and I had had some  
17       discussions generally, of the cases generally.

18          Q.       Other cases besides just Aznaran and  
19       Corydon?

20          A.       Yes.

21          Q.       Was the Roxanne Friend case then pending?

22          A.       I am not sure.

23          Q.       Forgive me for being ignorant, were you  
24       involved in the Roxanne Friend case?

25          A.       Barely.



1 Q. But you were an attorney of record?

2 A. Yes.

3 Q. And that was true as of June 5?

4 A. I don't know when that was filed but I was  
5 attorney of record as of that --

6 Q. Were there other cases in which you  
7 represented other Scientology entities that were still  
8 pending as of June 5, 1991 that had been the subject of  
9 earlier discussions from time to time with Van Sickle?

10 A. I don't believe so other than general  
11 litigation. I think Mr. Van Sickle appeared only on the  
12 two cases as I recall.

13 Q. The two being --

14 A. Friend.

15 Q. And Corydon.

16 A. And Corydon. My focus was on the Corydon  
17 cases.

18 Q. I don't want to get too far ahead of  
19 myself because I do want to cover this all at one time,  
20 the actual discussion that day, but for just a second,  
21 let me just ask, did you make a firm dollar offer in the  
22 Aznaran case at the June 5 meeting?

23 A. I communicated to Mr. Van Sickle that I  
24 was interested in settling cases. There was only so  
25 much money involved. I would like to try to settle the

1 cases. I would like to settle -- I may have even said I  
2 would like to settle the Yanny case and I would like to  
3 settle the Corydon case and I would like to settle the  
4 Aznaran case. That's how the conversation started.

5 Q. Would you like to have the question back  
6 so you can answer it?

7 A. Yes, sure, if you like.

8 (The pending question was read.)

9 THE WITNESS: I think the answer is probably yes.  
10 Yes.

11 BY MR. PARKER:

12 Q. And did you or did you not have authority  
13 to make that offer?

14 A. Yes, I did.

15 Q. And when did you first get that  
16 authority?

17 A. I think I have answered that. It was  
18 obviously prior to that day and probably several days  
19 prior in connection with these general conversations  
20 about settling lawsuits.

21 Q. Was the authority communicated to you  
22 directly by a client representative or through one of  
23 your co-counsel?

24 A. I am not certain of that. Could have been  
25 either or both, frankly.



1           Q.       When you obtained the authority in the  
2       Aznaran case, were you already expecting to have a  
3       meeting with Van Sickle in the near future?

4           A.       I am not certain when the Van Sickle  
5       meeting was scheduled, so I can't answer that. I  
6       certainly did not obtain the authority in anticipation  
7       of meeting with Mr. Van Sickle to discuss that with  
8       him.

9           Q.       Are you saying that the Van Sickle meeting  
10      on June 5 was set up at the last minute?

11          A.       It may have been.

12          Q.       Well, was it?

13          A.       What do you mean by the "last minute,"  
14      Mr. Parker? It was certainly set up within a few days  
15      and maybe even a day or so prior to the actual meeting  
16      knowing Mr. Van Sickle's calendar and mine and  
17      Mr. Drescher's. I think that's why we eventually did it  
18      at a 7:30 early morning breakfast meeting. And maybe it  
19      was set up at the last minute late in the day before  
20      because I think Judge Savitch had said, "I want you guys  
21      to get together before you come in in the afternoon,"  
22      and we hadn't done it and we set it up for that  
23      morning.

24          Q.       Before June 5 had you ever discussed  
25      settlement of the Aznaran case with Barry Van Sickle?

1           A.       No.

2           Q.       Though you had authority to make a  
3           specific dollar offer in the Aznaran case, did you have  
4           authority to make that offer to Barry Van Sickle?

5           A.       No. It was not discussed.

6           Q.       So that was a judgment decision that you  
7           made? Is that correct?

8           A.       Yes, in response to conversations with  
9           Mr. Van Sickle that morning.

10          Q.       And your testimony is that you made the  
11          decision on the spot at the June 5 meeting?

12          A.       What do you mean "made the decision on the  
13          spot"?

14          Q.       The decision to communicate to Barry Van  
15          Sickle the settlement authority you had previously been  
16          given.

17          A.       Yes, that's correct.

18          Q.       And we will see if I understand this.

19          A.       Okay.

20          Q.       Before the June 5 meeting you had given no  
21          thought whatsoever to communicating an offer in the  
22          Aznaran case to Barry Van Sickle?

23          A.       I had given no thought to communicating  
24          any offer in the Aznaran case to Barry Van Sickle to the  
25          best of my recollection, Mr. Parker.



1           Q.       What was it that happened, Mr. Quinn, at  
2       the June 5 meeting that prompted you to suddenly make  
3       the offer to this lawyer, Barry Van Sickle, who had been  
4       disqualified from representing the Aznarans three years  
5       before?

6           A.       It is a conversation I had with Mr. Van  
7       Sickle that morning.

8           Q.       In the same meeting where Drescher was  
9       present?

10          A.       That's correct.

11          Q.       Let's go to that meeting then.

12          JUDGE JOHNSON: Now, we have to pick a stopping  
13       place.

14          MR. PARKER: And you wanted it on the precipice of  
15       the most exciting question I am about to ask.

16          JUDGE JOHNSON: Do you think this question is one  
17       that's going to elicit an answer that means we are going  
18       to sit here for an hour? I guess that's what I am  
19       really asking.

20          MR. PARKER: No, it won't but I don't object to  
21       breaking now.

22          JUDGE JOHNSON: Just like a serial when we are all  
23       children --

24          MR. PARKER: It's the Perils of Pauline.

25          JUDGE JOHNSON: What time do you want to resume

1     this exciting dialogue?

2             MR. PARKER:   One o'clock.

3             JUDGE JOHNSON:  Is one o'clock all right with  
4     everybody?

5             THE WITNESS:  It's fine with me.

6             MR. COOLEY:   Fine with me, Your Honor.

7             JUDGE JOHNSON:  Off the record.

8             VIDEO OPERATOR:  We are going off the record.  The  
9     time is approximately 12 o'clock.

10                           (The luncheon recess was taken  
11     at 12:00 P.M.)

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1 APPEARANCES OF COUNSEL:

2 (P.M. SESSION)

3

4 DAVID B. PARKER, ESQ.

5

6 EARLE C. COOLEY, ESQ.

7

8 ALSO PRESENT:

9

10 ROD RIGOLE, VIDEO OPERATOR

11 GAABRIEL BECKET

12

13

14

15

16

17 REPORTED BY:

18

19 PAULETTE M. GRIFFIN, CSR No. 2499

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1 (The deposition of JOHN J. QUINN, ESQ.  
2 was reconvened at 1:10 P.M.)

3  
4 JOHN J. QUINN, ESQ.,  
5 having been previously duly sworn, testified further as  
6 follows:

7  
8 VIDEO OPERATOR: We are back on the record now and  
9 the time is approximately 1:10.

10  
11 EXAMINATION (CONTINUING)

12 MR. PARKER: Can I ask the reporter to reread the  
13 last question.

14 (The record was read as requested.)

15 BY MR. PARKER:

16 Q. You have the event in mind, do you not?

17 A. Yes.

18 Q. As best you can recall, what was said by  
19 the three of you during the meeting?

20 A. You mean at the beginning of the meeting  
21 leading up to the discussion of the Aznaran money? Is  
22 that what you are asking?

23 Q. In as much detail as you can now remember,  
24 can you describe the conversation as it unfolded  
25 throughout the meeting?



1           A.           Sure. We met as you know at or as I said  
2 earlier at the direction or instruction or order of  
3 Judge Savitch, and it was in order to continue the  
4 dialogue and the negotiations on the Corydon case and we  
5 were going to meet with Judge Savitch that day. That  
6 was the primary function of the meeting.

7                       We sat down, exchanged pleasantries,  
8 started talking about the Corydon case, and I said  
9 something to the effect to Mr. Van Sickle, I said, "I  
10 want to do my best to settle the Corydon case. I would  
11 like to settle the Aznaran case and I would like to  
12 settle the Yanny case." I specifically mentioned the  
13 Yanny case. "I think these cases ought to be settled.  
14 Barry, that's what I am trying to do along the way, and  
15 I think I am starting to get some responsiveness, and I  
16 am going to try to knock them off. I would like to try  
17 to get the cases settled. I think that's my mission and  
18 that's what I should attempt to do."

19                      Drescher was there at the time. Mr. Van  
20 Sickle said, "Well, okay. Let's discuss the thing." He  
21 said, "You got a real problem in the Aznaran case  
22 because the Aznarans have just fired or are in the  
23 process of firing Ford Greene.

24                      I said, "Well, I didn't know that. I  
25 don't know Ford Greene. I have never met him. I have





1 have got the rapport with them. I talk to them. And I  
2 am willing to pass that on to them." He said, "Ford  
3 Greene is out of this case. He's history." Something  
4 to that effect.

5               Drescher said, in essence, "But wait a  
6 minute." He said, "I want to make sure of a couple of  
7 things if you are going to do that. Number one, I don't  
8 want you then to come back and claim that this is some  
9 sort of a waiver and you can get back into the  
10 representation of the Aznarans."

11              And Barry said, "No, that's not the  
12 purpose of this thing."

13              And he said something else to him because  
14 we had had a kind of a bad -- an awkward history with  
15 declarations and discovery stuff between Barry and Toby  
16 Plevin and Bill and me.

17              And Bill said, "And the other thing I  
18 don't want, these are settlement discussions. I don't  
19 want this now showing up in some declaration that you  
20 are going to file somewhere like you file in every  
21 case."

22              And he said, "No, that won't be the  
23 situation here."

24              And then we went on and talked about the  
25 Corydon discussion and I can't tell you how long the

1 meeting lasted. We talked about the Corydon -- we were  
2 talking about amounts and we were talking about terms  
3 and we had to end the meeting and go to Judge Savitch.  
4 I think that morning. It may have been the afternoon  
5 that we were going back up there. But the meeting was  
6 in anticipation and because of the afternoon or morning  
7 meeting with Judge Savitch.

8 Now, in essence, that's a distillation of  
9 what was said probably over an hour at breakfast at a  
10 table in the coffee shop at the Biltmore Hotel.

11 Q. Have you not only given me as much as you  
12 can recall but your best memory of the order of the  
13 conversation?

14 A. Just about. Yes.

15 Q. Now, toward the end of that answer you  
16 said, "We then went on to talk about the Corydon  
17 settlement aspects." Can you break down the meeting in  
18 terms of chunks of time? In other words, 60 percent of  
19 it was the tail end, not tail end but the latter part of  
20 the discussion on Corydon was like 60 percent of the  
21 meeting? Can you break it down that way?

22 A. Mr. Parker, I think the bulk of it had to  
23 do with Corydon. I would say 80 percent of it was  
24 Corydon. Perhaps part of that was small talk among the  
25 three of us besides. And talking about each other and



1 maybe telling a few jokes and that kind of stuff. But  
2 the bulk of the meeting, serious part -- the bulk of the  
3 serious part of the meeting was talking about Corydon.  
4 That's what we were there to do.

5 My recollection is they had a trial date  
6 coming up pretty soon on down the road. Or we were --  
7 there was a possibility it was going to be reset very  
8 quickly or set very quickly at that time. And we had a  
9 schedule with Judge Savitch who had been tenacious in  
10 his efforts to settle that case. And he had scheduled  
11 us back in there periodically with orders on what to do  
12 in the interim. We could not escape Judge Savitch. We  
13 did not escape Judge Savitch.

14 Q. That's prophetic since he is with JAMS now  
15 and you are sitting here.

16 JUDGE JOHNSON: That's right.

17 BY MR. PARKER:

18 Q. Well, you mentioned something about a  
19 trial date. Was that the Corydon case?

20 A. Well, there were trial dates in Aznaran.  
21 And I am not sure at this point on June 5th. I think  
22 what had happened is we had been down for trial and it  
23 was in essence continued but Department 1 had ordered it  
24 into a settlement posture. And in essence I think what  
25 they were telling us -- you guys knock yourselves out to

1 try to settle this case. And if you don't Judge Savitch  
2 will send it back down and he will send you out.

3 Q. That's the Corydon case?

4 A. That's the Corydon case.

5 JUDGE JOHNSON: It had been a fast track case and  
6 the time was such that it was sent to Department 1 and  
7 they wanted no part of it so send it to Judge Savitch  
8 and didn't want to see it coming back.

9 THE WITNESS: That's right, Judge. It had come  
10 out --

11 JUDGE JOHNSON: Judge Hubble's court.

12 THE WITNESS: That's exactly right. Judge Hubble  
13 didn't want to see us back.

14 BY MR. PARKER:

15 Q. Judge Hubble was the judge you argued  
16 among others the Corydon motion to disqualify Van  
17 Sickle? Right?

18 A. No. I was not in the case at that time.

19 Q. You didn't participate in the argument on  
20 the motion to disqualify?

21 A. Mr. Van Sickle? I don't believe so. I  
22 argued the appeal. You may have that in mind. But I am  
23 not certain that I argued that in front -- perhaps I  
24 did. I only appeared in front of Judge Hubble on that  
25 case a couple of times. It was quite away on down the



1 road.

2 Q. During the June 5 meeting was there  
3 discussion of future motion activity in the Aznaran  
4 case?

5 A. I don't think there was any discussion of  
6 motions in the Aznaran case or little or no discussion  
7 at the Aznaran trial or case itself.

8 Q. Would that also be true of the June 20  
9 meeting?

10 A. May have been some discussions about it in  
11 the June 20th meeting, but it was not the focal point of  
12 the June 20th meeting.

13 Q. Was there reference to motion activity in  
14 the Aznaran case during the meeting on June 20?

15 A. Dave, I am not sure about that. There may  
16 have been. There may have been. The June 20th meeting  
17 would have been -- no, I don't believe there was. I  
18 can't be 100 percent sure of that.

19 Q. It was you who first raised the Aznaran  
20 case as one that might be settled?

21 A. Yes.

22 Q. And ditto on the Yanny case?

23 A. Yes.

24 Q. And it was one of the first things of a  
25 substantive nature as opposed to social pleasantries

1       that came up in the meeting?

2               A.       It came up very early in the meeting,  
3       yes.

4               Q.       And it was Van Sickle who said, "You have  
5       got a problem." Speaking in reference to the Aznaran  
6       case?

7               A.       That's correct.

8               Q.       And the problem was the Ford Greene  
9       situation?

10              A.       Yes. He came right out and said, he said,  
11       "The Aznarans have fired or are firing Ford Greene."  
12       He may have said, "They are in the process of firing  
13       Ford Greene. And I am in touch with them. You want to  
14       relay that offer? I am the best person to do it."

15                      I said, "If you want to do it, okay."

16              Q.       How did you understand what he said about  
17       you have got a problem? How was that a problem?

18              A.       Well, I think he was clearly saying that  
19       the Aznarans had become disenchanted with Ford Greene  
20       and either had substituted him out or were in the  
21       process of substituting him out. And the indication,  
22       although he didn't say, "I am talking with the Aznarans  
23       all the way along," the clear indication as you and I  
24       talked earlier was that he was in touch with them. And  
25       they had told him they were getting rid of Ford Greene.



1 Q. And, in fact, he said during the meeting,  
2 "I am in touch with the Aznarans."

3 A. I am not sure he said, "I am in touch with  
4 the Aznarans." That was the gist of what I got.  
5 Whether he used those words or, "I talk to them about  
6 stuff" or "They called me from time to time."

7 Q. He told you that he had a rapport, a good  
8 rapport with them?

9 A. Yes, he did. He definitely said, "I have  
10 a good rapport with them."

11 Q. Did he explain how he had developed that  
12 good rapport?

13 A. No.

14 Q. Did he --

15 A. He had represented them at one time, but I  
16 wasn't -- and I don't know what had happened. No, he  
17 did not explain how he had established or maintained  
18 that rapport.

19 Q. Did he give you any understanding at all  
20 as to how it was some three years after he was  
21 disqualified by Judge Ideman that he had a good rapport  
22 with them?

23 A. No. But I got the idea that he was in  
24 touch with them periodically. He may not have been.  
25 That's the impression he gave me.

1 Q. Were you surprised to hear him speak of  
2 having a good rapport with them?

3 A. No.

4 Q. Why not?

5 A. Why would I be?

6 Q. Because he had been disqualified three  
7 years ago.

8 A. Well, I simply don't find that a rational  
9 explanation why he would not continue to have a good  
10 rapport with them.

11 Q. In any event, your state of mind was that  
12 you were not surprised when you heard that? True?

13 A. No, I wasn't surprised or reacted one way  
14 or the other. They hadn't fired him. He had been  
15 disqualified on the taint issue. They could have been  
16 the best of friends as far as I know.

17 Q. Had there been settlement efforts before  
18 June 5 in the Aznaran case?

19 A. Not to my knowledge.

20 Q. Had it come to your attention as of June 5  
21 that Ford Greene had been a stumbling block in trying to  
22 settle the Aznaran case before that time?

23 A. No.

24 Q. I am still wanting to understand, and I  
25 understand that you are quoting Van Sickle and saying



1     you got a problem, but help me understand, what did you  
2     understand him to mean was the problem just because they  
3     were getting rid of their lawyer? How was that a  
4     problem?

5             A.       Well, I think, I hope I made that clear to  
6     you. He said, "They are getting rid of their lawyer."

7             Q.       I thought that was good.

8             A.       Why would that be good? Quite the  
9     contrary.

10            Q.       Then tell me why you thought it was a  
11    problem.

12            A.       Because he said he would relay that to  
13    them. It was obvious to me if they were getting rid of  
14    their lawyer, my assumption right or wrong was that they  
15    were not communicating with him, dissatisfied with him,  
16    had lost confidence with him or had no rapport with  
17    him.

18            Q.       So the normal channel of communication was  
19    impaired? Is that what you are saying?

20            A.       I am telling you what he said.

21            Q.       Well, I am trying to understand why you  
22    thought it was a problem just because they had gotten  
23    rid of this lawyer or were in the process of getting rid  
24    of him.

25            MR. COOLEY: Excuse me. He didn't call it a

1 problem. Van Sickle called it a problem.

( 2 BY MR. PARKER:

3 Q. I know that. I am trying to put myself in  
4 your shoes in that meeting, and I am trying to  
5 understand how you took that comment or how you saw that  
6 to be a problem.

7 A. I don't mean to be facetious about this.  
8 But, quite frankly, 33 years of practice when somebody  
9 on the other side fires their lawyer, it is a little  
10 awkward then to assume that there is a decent  
11 relationship between the two of them and you can have  
12 some meaningful dialogue. Usually when -- I think you  
13 agree with me -- when the lawyers get fired there are  
14 some reasons.

15 Q. Did you ask him what the reasons were at  
16 the June 5 meeting?

17 A. No.

18 Q. Did he volunteer?

19 A. I don't think so. He may -- I don't think  
20 he did at that time, frankly. He simply made the  
21 statement and told us.

22 Q. I was not clear when you used the phrase  
23 "bad blood" whether you were recalling a statement you  
24 made to Van Sickle or that he made to you.

25 A. I am sorry, in what context?



1           Q.       You said there had been a lot of bad  
2 blood.

3           A.       Between whom?

4           Q.       That wasn't clear from what you said in  
5 your answer. That's why I am asking.

6           JUDGE JOHNSON: It was in the frame of reference  
7 to the Aznarans and Greene, wasn't it?

8           MR. PARKER: I took it that way but I thought he  
9 may have meant Corydon. I wasn't sure. And I wasn't  
10 sure who said it.

11          THE WITNESS: I think what you are referring to  
12 was when I -- when Drescher brought up the idea "I don't  
13 want this showing up in any declarations anymore," there  
14 had been bad blood. If I used the term "bad blood,"  
15 that's not something I use or meant to say there is  
16 anything awkward. It had been a hotly contested piece  
17 of litigation and there were declarations and motions  
18 after motions, and it seemed to us every time you had a  
19 conversation with Toby Plevin or Barry Van Sickle, in  
20 the next motion they would be reciting what had gone on  
21 in those discussions.

22          JUDGE JOHNSON: So it is the Corydon case that you  
23 are referring to.

24          THE WITNESS: That's the Corydon case I believe I  
25 was referring to at that time.

1 BY MR. PARKER:

2 Q. Then you attributed a statement to either  
3 you or Van Sickle, "I have gone a long way to getting  
4 the client," blah, blah, blah.

5 A. Yes.

6 Q. Who said that?

7 A. I said that.

8 Q. And the reference was to your client?

9 A. Yes.

10 Q. And you had gone a long way toward doing  
11 what again?

12 A. Toward working with and dealing with the  
13 client, and I don't want this to be any revelation of  
14 any privileged information.

15 Q. Just what you said at the time.

16 A. Just in general terms that I thought I had  
17 made progress with the client in getting the client to  
18 think in terms of settling their various pieces of  
19 litigation.

20 Q. You used three different phrases and I  
21 don't know whether you meant them interchangeably or you  
22 are having difficulty recalling what words Van Sickle  
23 used, but you talked about the right person, the better  
24 person and the best person. As precisely as you can  
25 recall, how did he describe his position in that



1 regard?

2 A. In one or all of those three methods. He  
3 made it clear to us, it was crystal clear to us, he came  
4 right out and said, "Well, I am the best person" or "I  
5 am the right person to convey this offer to them. I am  
6 in touch with them." That's all.

7 Q. Did that explanation make sense to you at  
8 the time?

9 A. Made sense to me at the time because Barry  
10 Van Sickle said it and I had never had in my experience  
11 with him any reason to consider him to be anything but  
12 truthful and I believed that and accepted what he said.

13 Q. In your declaration you say but you didn't  
14 mention it in your answer here a few minutes ago, that  
15 Van Sickle identified two lawyers as possible  
16 replacements for Ford Greene.

17 A. Yes.

18 Q. So let me ask you, did he mention the  
19 names of a couple lawyers in that regard?

20 A. Yes.

21 Q. One was Karen McRae?

22 A. Yes.

23 Q. The other was C. Tony Wright?

24 A. Yes.

25 Q. You understand both were Texas lawyers?

1           A.       No. I didn't understand or know who they  
2 were when he brought them up.

3           Q.       Did you understand in the course of the  
4 conversation on June 5 that Karen McRae was the sister  
5 of Vicki Aznaran?

6           A.       Yes, I was told that either by Mr. Van  
7 Sickle or Mr. Drescher.

8           Q.       Now, in light of the fact that according  
9 to Van Sickle these lawyers were possible replacement  
10 candidates for Ford Greene and in light of the fact that  
11 at least one of them had close family connections with  
12 Vicki Aznaran, what made you think that Barry Van Sickle  
13 was the best, the better or the right person to  
14 communicate the settlement offer?

15          A.       I think I answered that earlier. Because  
16 Mr. Van Sickle expressed that opinion. He told me  
17 that. I saw nothing untoward about it. I considered  
18 him to be trustworthy, and I believed what he said. I  
19 didn't know Karen or who she was. And I didn't know the  
20 other person. I only learned of their identity, I  
21 think, in that meeting and of their relationship, if  
22 any, to the Aznaran people.

23          Q.       Do you have any knowledge or information  
24 as to whether or not either C. Tony Wright or Karen  
25 McRae were then in June 1991 ready, willing and able to



1       come into the Aznaran case?

2               A.       I have no information on that at all.

3               Q.       You mentioned the figure \$250,000. Did  
4       you use any other monetary figures during that meeting?

5               MR. COOLEY: With respect to the Aznaran  
6       settlement?

7               MR. PARKER: No.

8               Q.       Did you use any monetary figures during  
9       the course of that meeting? Yes or no.

10              MR. COOLEY: This is the area we were in  
11       yesterday, Your Honor. That dealt with both Aznaran and  
12       Corydon and Your Honor sustained as to the portion that  
13       related to Corydon. I renew that objection.

14              MR. PARKER: Calls for a yes or no, Your Honor.

15              JUDGE JOHNSON: At the moment a yes or no, I would  
16       permit a yes or no.

17              MR. COOLEY: I wouldn't object to a yes or no  
18       until we get to the numbers.

19              THE WITNESS: I think there was a figure  
20       mentioned, yes.

21       BY MR. PARKER:

22              Q.       Did you mention a figure for which your  
23       client was willing to buy both the Aznaran and Corydon  
24       cases? Again yes or no. You don't have to tell me the  
25       number at this point.

1           A.       Not exactly in those terms, but I was  
2 talking in terms of how much money I thought I had  
3 available.

4           Q.       For those two purposes?

5           A.       Yes.

6           Q.       I don't know if it is a conflict but it  
7 seems to me there is some conflict in the declarations  
8 and the testimony --

9           A.       You mean my declaration?

10          Q.       Yours, Van Sickle, Drescher and now I have  
11 Drescher's deposition testimony. What I am trying to  
12 understand is whether or not you made a global offer for  
13 both cases at the June 5 meeting. Again you don't have  
14 to tell me the number at this point. I just want to  
15 know if you made a global offer.

16          A.       I don't believe we did.

17          Q.       You did not?

18          A.       No. We were still in the process of  
19 dealing with the Corydon case. We were due back in  
20 front of Judge Savitch that day and I think even two  
21 days later.

22          Q.       Well, if it wasn't an offer, what word  
23 would you use to describe the higher number, not the 250  
24 but the higher number for which both cases could be  
25 bought?



1           A.       I am not sure I can answer that. It was a  
2       question of what I thought I had in the way of  
3       authority, what I thought I could get to settle the  
4       various cases.

5           Q.       As distinct from an actual offer?

6           A.       Yes. But the one thing I do know I was  
7       clear on and I said, "Barry, you and I know each other  
8       well enough now." I said, "Look, I had a horrible time,  
9       very difficult time getting the client to the place  
10      where they would even consider settling the Aznaran  
11      case. Let me make you this offer. Let me tell you my  
12      top dollar and, you know, it is a one-time type of  
13      thing." And I even said, "If we don't settle it, we are  
14      going to be in front of Savitch on the Corydon case."

15          Q.       Did you make a firm dollar offer for the  
16      Corydon case during that meeting? Again I am just  
17      asking for yes or no.

18          A.       I am not certain whether we did or not.

19          Q.       Given --

20          A.       I am certain whatever we did wasn't  
21      accepted and wasn't -- because we are still  
22      negotiating.

23          Q.       I am just wondering because you are there  
24      because of the Corydon case. You are going to the  
25      Corydon settlement conference. You have made a firm

1 offer for the Aznaran case. But you don't think you  
2 made a firm offer for the case that brought you to the  
3 meeting?

4 A. Mr. Parker, I am not certain of that  
5 because we were going up in front of Judge Savitch to  
6 continue the negotiations. And I will tell you right  
7 now, if we did make a firm offer, Mr. Van Sickle didn't  
8 accept it.

9 Q. Was the 250 --

10 A. Or perhaps what we had already offered him  
11 was still on the table. I don't recall that exactly.

12 Q. Was --

13 A. It was clear he wanted more money than we  
14 were offering.

15 Q. For the Corydon case?

16 A. That's correct.

17 Q. Did he offer any views as to what it would  
18 take to settle the Aznaran case?

19 A. I am not certain that he did at that  
20 time. I think the way he responded to that, he said,  
21 "Well, I don't think that will do it, but as I said, I  
22 will pass it on."

23 Q. Did he say whether he would recommend --

24 JUDGE JOHNSON: Three minutes to the end of the  
25 tape, gentlemen.



1 BY MR. PARKER:

2 Q. Did he say whether he would recommend it?

3 A. No.

4 Q. Did he say anything as to whether or not  
5 he would recommend it?

6 A. I don't believe he did.

7 Q. Did you ask him to tell you whether he  
8 would recommend it?

9 A. No.

10 Q. Was the 250 offered on a  
11 take-it-or-leave-it basis?

12 A. I thought it was pretty clearly offered on  
13 that basis.

14 Q. Was it time limited, the 250?

15 A. I don't recall that it was. If you mean  
16 somebody must respond to this within a certain period, I  
17 don't believe it was.

18 Q. Was it made clear that the offer was time  
19 sensitive if not a fixed deadline?

20 A. Yes.

21 Q. What did you say in that regard?

22 A. I can't tell you. It wasn't necessary.

23 He said, "I will convey the offer and I will get back to  
24 you." I assumed that's what he would do.

25 Q. How was it left as to when he would get

1 back to you?

2 A. I don't believe it was left with any time  
3 constraints on it.

4 MR. PARKER: Why don't we change the tape.

5 VIDEO OPERATOR: This is the end of Tape No. 1.  
6 The time is approximately 1:37 and we are off the  
7 record.

8 (Recess taken.)

9 VIDEO OPERATOR: This is the beginning of Tape  
10 No. 2. The time is approximately 1:40 and we are on the  
11 record.

12 BY MR. PARKER:

13 Q. Did I understand you to say that sometime  
14 after you put the 250 on the table relative to the  
15 Aznaran case, Mr. Drescher then voiced his concerns  
16 about no waiver and confidentiality?

17 A. Yes. I am not sure whether that was  
18 before or after, but it was during that meeting and in  
19 that context.

20 Q. So you may have given that number out  
21 before the limitations Mr. Drescher had in mind were  
22 imposed?

23 A. It is a possibility.

24 Q. I don't want to get into an extended  
25 argument but I believe I am entitled to know the global



1 figure so I want to put the question to you. During the  
2 meeting on June 5, what number did you tell Barry Van  
3 Sickle you thought you could get for the purpose of  
4 buying both the Corydon and the Aznaran case?

5 MR. COOLEY: I object.

6 JUDGE JOHNSON: All right. I am going to sustain  
7 the objection, and for the record again and for whatever  
8 help it is to anybody, my reasoning is that the Corydon  
9 case resulted in a settlement. The settlement had  
10 confidentiality conditions. I am aware from Judge  
11 Savitch's mouth that the confidentiality conditions were  
12 an important and integral part of the settlement. I  
13 believe that it would be inappropriate under the  
14 circumstances to seek to require the witness to give a  
15 figure that involves the Corydon settlement  
16 negotiations. And I probably should add thinking about  
17 it that I really see a -- really at best a very marginal  
18 benefit to the discovery by the defendant if the  
19 question -- if an answer were required.

20 MR. PARKER: Well, I again say, Your Honor, that  
21 there has been no showing to me, I don't know about your  
22 conversations with Judge Savitch, but there has been no  
23 showing to me that there is a confidentiality provision  
24 or order that extends so far as to go beyond the actual  
25 terms of the settlement and encompass settlement

1 negotiations themselves including the meeting of June 5  
2 and particularly in the context of a global offer that  
3 involved more than the Corydon case. It involved the  
4 Aznaran case as to which Judge Savitch did not have any  
5 jurisdiction. But --

6 JUDGE JOHNSON: My understanding, and maybe I have  
7 just misinterpreted what's been said both today and  
8 yesterday, but while I think there was some reference to  
9 global aspect of the settlement there hasn't been any  
10 ambivalence by either of the witnesses so far that  
11 the -- whatever the other part of the globe was \$250,000  
12 was the Aznaran section of the globe. So that's my  
13 reasoning right or wrong.

14 BY MR. PARKER:

15 Q. Mr. Quinn, did you say in words or effect  
16 to Mr. Van Sickle that for the global figure you  
17 presented to him or suggested to him that your clients  
18 would not care how that money was divvied up as between  
19 the three plaintiffs, the two Aznarans and Matt  
20 Corydon?

21 A. I don't believe I said it or put it that  
22 way.

23 Q. Did you leave that impression?

24 A. I don't believe so. He knew I had made  
25 the firm \$250,000 on the Aznaran case. So I don't how I



1 gave him that impression. Or could have given him that  
2 impression.

3 Q. I am trying to understand or make sense  
4 out of your suggestion that there was a global figure  
5 that you thought you could get for both cases when in  
6 the same conversation you said 250, take it or leave it,  
7 not one penny more for the Aznaran case. That's  
8 inconsistent with the global offer because it doesn't  
9 leave any room for discretion. Obviously you subtract  
10 250 from the global figure that you don't want to tell  
11 me about and the balance goes to the Corydons. And in  
12 effect you made two offers, one to the Corydons and one  
13 to the Aznarans?

14 A. Mr. Parker, you can draw any inference  
15 from what's been said that you want. But I expressed it  
16 as best I can and told you what the conversations are.

17 JUDGE JOHNSON: Did you say Mr. Corydon?

18 THE WITNESS: I am sorry -- did I call him  
19 Mr. Corydon?

20 JUDGE JOHNSON: I thought so but my ears aren't  
21 what they used to be.

22 THE WITNESS: I am sorry if I did. I meant  
23 Mr. Parker.

24 MR. PARKER: I took it that way.

25 Q. Did you have a sense of your general

1 situation in terms of achieving a settlement if one was  
2 to be reached at all in the Aznaran case as of June 5,  
3 1991?

4 A. "Sense of your general situation"?

5 Q. Yes.

6 A. No.

7 Q. Did you tell Van Sickle will that you  
8 needed to know the Aznarans' response to your 250 offer  
9 before a certain date or event that was fast  
10 approaching?

11 A. No.

12 Q. Did you say how the number 250 was arrived  
13 at?

14 A. I don't believe I did.

15 Q. Did you use the expression, "nuisance  
16 value"?

17 A. We could have gone through dialogue about  
18 how I regarded the case, whether the cost of defense or  
19 nuisance or something of that nature. But whatever the  
20 dialogue was the figure was 250.

21 Q. Are you saying that you did express some  
22 views about the merits of the Aznaran case?

23 A. No, I didn't say that.

24 Q. Well, what did you mean by "dialogue"?

25 A. Well, I think I just got through telling



1     you that. Do you mean if I expressed -- said the  
2     Aznarans a terrible case and you are never going to win  
3     the case and therefore you should take \$250,000? It was  
4     a pure practical approach to resolving a piece of  
5     litigation based on all kinds of factors that go into  
6     it.

7             Q.         I am sure it was. I am just trying to  
8     find out what you said to Van Sickle in the meeting.

9             JUDGE JOHNSON: Did you say it was -- you were  
10    offering him a nuisance value or something like that?

11            THE WITNESS: I probably said something to the  
12    effect, Your Honor, that's like a nuisance value, we  
13    will put a nuisance value on it or cost of defense  
14    value. Cost of irritation value. Something of that --  
15    some people have different prices for nuisances. I am  
16    not being facetious.

17            JUDGE JOHNSON: I know. I know.

18    BY MR. PARKER:

19            Q.         You say that Bill Drescher expressed  
20    concern that this not be taken as a waiver with respect  
21    to any effort by Van Sickle to come back into the  
22    Aznaran case, did I get that right?

23            A.         Close to that.

24            Q.         What, if anything, had Van Sickle said  
25    that day or earlier as to that possibility of his

1 re-entry into the case?

2 A. Mr. Parker, I am not exactly sure about  
3 that. At some time Mr. Van Sickle expressed an interest  
4 in getting back into the Aznaran case. And he may have  
5 done it in a conversation with Mr. Drescher or with me  
6 or with both of us.

7 Q. And that was sometime before the June 5  
8 meeting?

9 A. I am not certain about that. I know he  
10 expressed it to me at some later time and he may have  
11 expressed it at some earlier time.

12 Q. Well, did he express it at some point  
13 earlier than Mr. Drescher's stated concern about his not  
14 claiming a waiver by virtue of the conversation you were  
15 having?

16 A. And I will answer the same way. I am not  
17 certain he expressed it to me at that time. He may have  
18 expressed it to Bill before that period of time, but he  
19 did in fact express it to me on at least one or more  
20 occasions.

21 Q. June 5, did you have it in mind that you  
22 were sitting across the table from someone who might  
23 very well try to get back into the Aznaran case?

24 A. I don't believe it entered my mind,  
25 frankly.



1 Q. Was there any reference made during the  
2 June 5 meeting to the unsuccessful Corydon motion to  
3 disqualify Van Sickle? When I say "Corydon," I mean  
4 Corydon case.

5 A. I don't have any recollection of it.

6 Q. Was there any reference at all to Judge  
7 Cardenas' ruling in the Yanny I case during the June 5  
8 meeting?

9 A. Not that I recall. I mean my focus was on  
10 Corydon at that meeting. Bill and Barry may have had  
11 dialogue. I just don't recall that.

12 Q. Other than the statement you made, was  
13 there any other discussion or reference to the Yanny  
14 case during the June 5 meeting?

15 MR. COOLEY: You mean Yanny II?

16 MR. PARKER: No. We hadn't gotten to Yanny II  
17 yet.

18 THE WITNESS: Yanny I.

19 BY MR. PARKER:

20 Q. Yanny I.

21 A. Mr. Parker, I don't know. I don't have a  
22 recollection of it. Quite frankly, there was a light  
23 banter between all of us about the litigation that had  
24 gone on and there may have been something said about  
25 Yanny I. I don't know.

1 Q. You mean other than what you said?

2 A. There may have been. The only thing -- I  
3 am not sure I ever said anything about Yanny I.

4 Q. You told us that about ten minutes ago.

5 A. No, that's not what I said ten minutes  
6 ago.

7 Q. You said you expressed interest in  
8 settling Corydon, Aznaran and Yanny.

9 A. That's right.

10 Q. So you mentioned the Yanny I case.

11 A. No, I didn't say Yanny I. I said Yanny.

12 Q. Okay. There wasn't a Yanny II at the  
13 time. What are you telling me?

14 A. Doesn't matter whether it's I or II. The  
15 matter was up on appeal. There were other disputes  
16 between them. It was a settlement and I said settling  
17 with those various people.

18 Q. By Yanny, you meant the lawsuit that had  
19 been tried earlier to Judge Cardenas.

20 A. The lawsuit or the dispute that existed  
21 and appeared to be ongoing between Yanny and the  
22 church.

23 Q. So other than your reference to, quote,  
24 "Yanny" at the June 5 meeting, was there any other  
25 reference by you or anyone else during the course of the



1 meeting?

2 A. Not to my recollection. I think I said  
3 that.

4 Q. Were you trying to draw Van Sickle out to  
5 see if there was some interest in trying to settle  
6 Yanny?

7 A. No.

8 Q. Was the purpose of making or suggesting  
9 the possibility of a global number for both the Corydon  
10 and the Aznaran case to possibly create a conflict  
11 between the Aznarans on the one hand and Corydon on the  
12 other?

13 A. No.

14 Q. Did Mr. Van Sickle tell you or give you  
15 reason to think that he would communicate your \$250,000  
16 offer to the attorney of record Ford Greene?

17 A. No, he didn't.

18 Q. Was it your understanding and  
19 expectation --

20 A. And I don't know that they were of record  
21 at that time, frankly. But the answer to the question  
22 is he did not give me that indication.

23 Q. At the end of the meeting was it your  
24 expectation that Van Sickle would directly communicate  
25 to the Aznarans your offer of \$250,000?

1           A.       That was my understanding, that that's  
2 what he said he would do.

3           Q.       And you did not register any objection to  
4 his doing that, did you?

5           A.       No.

6           Q.       Now, Mr. Drescher had imposed two  
7 conditions to these talks. You have already described  
8 those. Did he or you seek to impose any other  
9 conditions relating to Van Sickle's future  
10 communications with the Aznarans?

11          A.       Not that I recall.

12          Q.       Was there any discussion about Van Sickle  
13 limiting himself to communicating the offer as distinct  
14 from advising them what to do?

15          A.       There was no discussion of that or no  
16 limitation discussed or placed on it.

17          Q.       And neither did Mr. Van Sickle impose such  
18 a limitation on his own accord as far as you can  
19 recall.

20          A.       No. I have tried to tell you to the best  
21 of my recollection of the conversation.

22          Q.       Now, let's say that Van Sickle goes out,  
23 he not only tells them what the offer is but he counsels  
24 them what to do in reaction to that. Let's just suppose  
25 for sake of argument that he does that. Is there



1 anything that happened on June 5 such that that conduct  
2 which I am asking you to suppose happened would be  
3 inconsistent?

4 MR. COOLEY: The question I submit is incoherent.

5 MR. PARKER: All right. Probably is. I will try  
6 again.

7 Q. If Van Sickle not only communicated the  
8 offer but counseled the Aznarans how to respond to it,  
9 would that have violated any representations agreements  
10 or understandings that may have been advised at the  
11 June 5 meeting?

12 A. I don't believe so. I don't believe how  
13 it could. I told you the gist of the conversations.

14 Q. Given what Van Sickle had said to the  
15 effect that Ford Greene was history and that he had  
16 offered and you had agreed that he would communicate the  
17 offer to the Aznarans, did you expect that beyond just  
18 communicating that he would in fact counsel them with  
19 respect to that offer?

20 A. Didn't give it any thought whatsoever. As  
21 to whether he would counsel them?

22 Q. Yes.

23 A. No.

24 Q. Did you expect he would merely be a  
25 messenger?

1           A.       That's in essence what I expected and  
2       that's in essence what he said he would be.

3           Q.       So he would have been going beyond your  
4       expectation you are saying if he was in addition to have  
5       counseled them?

6           A.       No, I said I didn't have any expectation  
7       about that. I didn't know what he would do -- to get  
8       back to my expectation he said he would do what he said  
9       he would do merely to relay the offer to them.

10          Q.       Was there any discussion about whether or  
11       not the information concerning the \$250,000 settlement  
12       offer could or should be or should not be communicated  
13       to his other client, Joe Yanny?

14          A.       I don't think there was any discussion  
15       about it at all.

16          Q.       Did you have any expectation one way or  
17       the other as to whether or not he could communicate the  
18       information to Joe Yanny?

19          A.       Whether he could or whether he would?

20          Q.       Could.

21          A.       Could in the sense that I place some  
22       prescription on him against doing that?

23          Q.       Would it have violated any understanding  
24       or agreement at the June 5 meeting if Van Sickle had  
25       proceeded to disclose that information to Joe Yanny?



1           A.           There was no agreement.

2           Q.           Was there any understanding that was  
3 arrived at -- that would have been violated if he were  
4 to have disclosed that to Joe Yanny?

5           A.           There was no agreement or understanding so  
6 I can't believe -- anyway, there was no agreement or  
7 understanding, Mr. Parker.

8           Q.           So it would not have been wrong in your  
9 eyes as you looked at it at that time for him to have  
10 communicated that information to Joe Yanny?

11           MR. COOLEY: That's a totally different question.

12           MR. PARKER: I hope so. I tried.

13           MR. COOLEY: I object. Object to the witness  
14 being called upon to give right or wrong. The whole  
15 relationship between Yanny and everybody else is wrong  
16 as far as we are concerned.

17           MR. PARKER: I am asking for his state of mind at  
18 the time. It's just that simple.

19           THE WITNESS: And I will tell you I had no state  
20 of mind on that subject at that time.

21           BY MR. PARKER:

22           Q.           Did Drescher say in words or substance  
23 that in light of the previous disqualification of Van  
24 Sickle that his carrying the settlement offer back to  
25 the Aznarans would be viewed as an exception for just

1       this time only?

2               A.       It's words to that effect. I don't think  
3       he put it that way. I think he put it more in the terms  
4       that I described to you earlier.

5               Q.       How long after June 5 did Van Sickle get  
6       back to you on the 250 offer?

7               A.       My recollection is he got back to me the  
8       next day.

9               Q.       By phone?

10              A.       By phone.

11              Q.       Now, between that phone conversation and  
12       the June 5 breakfast meeting was there a settlement  
13       conference in Corydon?

14              A.       I think we went to Judge Savitch from --  
15       directly from the meeting or that afternoon. Yes, there  
16       was a settlement conference before Judge Savitch.

17              Q.       In any of the conversations that occurred  
18       inside the province of Judge Savitch or not at the  
19       Corydon settlement conference that day was there any  
20       reference to the Aznaran case?

21              A.       I don't believe so.

22              Q.       Van Sickle called you?

23              A.       Van Sickle called me.

24              Q.       Just the two of you on the line as far as  
25       you know?



1           A.       I think so.

2           Q.       Did you take notes?

3           A.       I can't recall whether I did or not.

4           MR. COOLEY: I don't think I saw a note on that as  
5 I went through these quickly, but we are going to go  
6 through them more thoroughly.

7 BY MR. PARKER:

8           Q.       How long did the conversation last?

9           A.       I am not certain. It was probably very  
10 short. We may have branched out into Corydon  
11 discussions, though. That's why I am unclear on it.  
12 But I don't -- he made very clear to me they had  
13 rejected -- the offer had been rejected.

14          Q.       Let me just ask you then for a narrative.  
15 What did you say to him and what did he say to you  
16 during the conversation?

17          A.       Mr. Parker, I can't tell you precisely.  
18 It was clear to me when he called back one of the  
19 reasons was to advise me that he apparently had  
20 contacted the Aznarans and they had rejected my  
21 proposal. I may have said, "Geez, that's too bad. I  
22 was hoping we could put that one to bed" or something of  
23 that nature. And frankly, we may have gone on to talk  
24 about Corydon because we had been in court the day  
25 before and I think we were going back to court on the

1 7th also. So we may have talked about that. But I  
2 couldn't tell you.

3 We were talking about very complicated  
4 terms and a very lengthy agreement and there was a lot  
5 of -- we weren't together on very many points in the  
6 Corydon matter at that time. We were working toward it  
7 but --

8 Q. Can you recall anything else that Van  
9 Sickles said during that telephone conversation relative  
10 to the Aznaran case?

11 A. No. I really can't.

12 Q. Did he tell you he had spoken with the  
13 Aznarans?

14 A. I am not sure he said, "I spoke to the  
15 Aznarans." It was clearly my understanding he had. I  
16 am not sure he said, "I spoke to Vicki Aznaran" or "I  
17 spoke to Rick Aznaran." But he said, "Your offer is  
18 rejected. They rejected your offer." I assumed he had  
19 spoken with them.

20 Q. Did he give you any indication whether he  
21 had spoken in person or by phone?

22 A. No.

23 Q. Did he --

24 A. No, I assumed -- the answer is no.

25 Q. Did he give you any indication he had



1 spoken with anyone else?

2 A. No.

3 Q. Did Ford Greene's name come up during the  
4 conversation?

5 A. I don't believe so.

6 Q. Did the names of Karen McRae or C. Tony  
7 Wright come up?

8 A. I don't believe so.

9 Q. What about the change in lawyers, the  
10 firing of Greene, whether by reference to Greene's name  
11 or not did that come up?

12 A. I don't think it was mentioned at all.

13 Q. Was there a counter?

14 A. Counteroffer?

15 Q. Yes.

16 A. No.

17 Q. Was there an indication of an amount he  
18 thought they would take?

19 A. At some point in time there is an  
20 indication from him of what he thought they would take.  
21 Now, whether it was in that conversation or later, I  
22 don't recall.

23 Q. What was that number?

24 A. I think at some point he said, "Well, they  
25 won't take less than seven figures." And I said, "You

1 know they will never pay that. I did the best I could.  
2 I shot my best shot and let's move on to the Corydon  
3 settlement."

4 Q. In your mind after that telephone  
5 conversation on June 6 was settlement in the Aznaran  
6 case a dead letter?

7 A. I don't think a settlement -- the answer  
8 is no. I don't think it was a dead letter. They  
9 certainly could have come back -- it was clear that he  
10 had rejected my offer. And that he wanted enormously  
11 more money than I ever thought I could get in my wildest  
12 imagination. So I thought it was -- I mean remote at  
13 best. But there is always a possibility that the  
14 plaintiffs will reconsider or they test the waters or  
15 they come back and take the 250.

16 Q. Did Van --

17 A. Let me so you understand. I want to be --  
18 I want to make sure you understand. This was not --  
19 this is Barry Van Sickle who I had been dealing with and  
20 I told him, frankly, what I thought I could get and that  
21 was it. And I made that clear to him. And I think he  
22 knew that.

23 Q. Did he give you any indication what his  
24 reaction to the notion of seven figures was?

25 A. No.



1 Q. Did he give you any indication he was  
2 having client control problems?

3 A. He didn't give me the idea that he had a  
4 client, frankly, or that he had any control or any  
5 impact. He did not say anything to that effect.

6 Q. Did he give you any indication that he had  
7 done anything more than transmit your offer and now  
8 their rejection?

9 A. Didn't give me any indication he had.

10 Q. Was there more than one telephone  
11 conversation between you and Barry Van Sickle between  
12 the June 5 meeting and the June 20 meeting?

13 A. There might have been. I saw him the next  
14 day besides. And we might have talked between the 7th  
15 and the 20th even, but if you are asking me in the  
16 context of Aznaran and money, I don't believe we  
17 discussed it anymore. We focused thereafter on the  
18 Corydon matter.

19 Q. In that telephone conversation where the  
20 250 was rejected, was there any reference to Joe Yanny?

21 A. Gee, not that I recall.

22 Q. Any reference to the Yanny case?

23 A. By the "Yanny case" you mean Yanny I?

24 Q. What you referred to as, quote, "Yanny"  
25 earlier.

1           A.       Not that I recall.

2           Q.       Any discussion during that telephone  
3 conversation about the prospect that Van Sickle would  
4 try to get back into the Aznaran case?

5           A.       In the discussion on the 6th?

6           Q.       Yes.

7           A.       I don't believe so. I think that comes  
8 subsequently.

9           Q.       Did it come up in conversations between  
10 the two of you before June 20?

11           MR. COOLEY: May I consult with my client?

12           MR. PARKER: Sure.

13                   (Witness and counsel confer.)

14           THE WITNESS: Can I have that reread.

15                   (The record was read as requested.)

16           THE WITNESS: You know, my recollection is that it  
17 did. May have come up a couple times but I think it  
18 came up at least once between the June 5, 6, 7 time  
19 period and the 20th. And it came up within the next  
20 several days in a conversation.

21                   And Mr. Van Sickle and I had a  
22 conversation, I believe, by telephone in which he said  
23 he wanted to get back into the Aznaran case, and he even  
24 said to me something to the effect that, "If I stay  
25 off" -- "If I stay off television, would you agree to my



1 getting back into the Aznaran case?" And he may have  
2 said something to the effect, "Well, I think I am  
3 entitled to get back into the Aznaran case."

4 And I said, "I don't think so." I mean I  
5 don't think he is entitled to get back into the case.  
6 And I think that came up in that time frame.

7 Q. By phone or face to face?

8 A. I think by phone.

9 Q. Anyone else present?

10 A. I don't believe so.

11 Q. Did he say why he thought he should be  
12 able or would be entitled to get back into the Aznaran  
13 case?

14 A. Mr. Parker, I think his reasoning, and I  
15 may be off on my timing on this, but I think his  
16 reasoning was he took the position at some point that  
17 because of what had transpired in the Yanny case that  
18 there was a waiver of whatever prescription there had  
19 been found to be against his representing the Aznarans.  
20 Now, I may be off on that. I was not that involved in  
21 the Van Sickle disqualification but he did mention that  
22 to me along the way. He may have mentioned it to Bill,  
23 too.

24 Q. He made that argument in opposition to  
25 your client's motion to disqualify him in the court

1 case?

2 A. Could very well have been. That was the  
3 position he took.

4 Q. When you met with Van Sickle on June 5,  
5 you were aware that he was of counsel to Yanny's firm,  
6 weren't you?

7 A. Yes, I think I was.

8 Q. In fact, wasn't it argued in court in the  
9 disqualification motion that Van Sickle was closer than  
10 ever to Yanny because now he was of counsel?

11 A. That could very well have been. There may  
12 have been a piece of stationery that surfaced showing  
13 him on the letterhead that may have been introduced into  
14 evidence.

15 Q. Your privilege log refers to some notes  
16 and the description is, "Attorney impression of  
17 telephone conversation with Barry Van Sickle." The date  
18 is June 12. That would be six days after he called to  
19 reject the Aznaran offer. Do you recall a conversation  
20 that occurred on that date?

21 A. Well, I think that's -- that's about the  
22 time I was just describing for you. And it could have  
23 been -- I couldn't tell you whether it was the 11th, the  
24 12th or the 13th, but if there is a document like that,  
25 that's about the time frame between the 7th and the 20th



1 we were talking about earlier.

2 Q. Do you recall that conversation?

3 A. Yes, I just described that conversation to  
4 you.

5 Q. Do you recall anything more about that  
6 conversation?

7 A. No.

8 MR. COOLEY: You mean whether any other subjects  
9 were covered?

10 MR. PARKER: Anything else said, any other  
11 subjects, just anything else he can remember about that  
12 conversation.

13 THE WITNESS: I don't recall anything else. The  
14 two things I recall were expressing a desire to get back  
15 into the Aznaran case and I think Barry was saying he  
16 was going to go on television and do a talk show and he  
17 said, "Hey, I won't even go on television or do the talk  
18 shows if you will let me come back into the Aznaran  
19 case."

20 And I said, "That's not a decision for me  
21 to make." Something to that effect.

22 BY MR. PARKER:

23 Q. The notes that are referenced in the  
24 privilege log, were they taken during the course of the  
25 conversation?

1           A.       Yes.

2           Q.       And the words you wrote on the document as  
3 you took notes, were any of those words actually used by  
4 Van Sickle during the conversation?

5           A.       Probably. I probably got down some of the  
6 words that he used. I take terrible shorthand --

7           MR. COOLEY: Let me cut this for you. We are  
8 going to produce that for you. I am going to take that  
9 conversation off of the privilege log and give you the  
10 notes of that conversation because in my judgment it  
11 shouldn't have been included.

12          MR. PARKER: I was about to argue the point so you  
13 spared me the argument.

14          THE WITNESS: In fairness to the people who did  
15 that, I think there are two things on one sheet of  
16 paper.

17          MR. COOLEY: That's my point. They didn't catch  
18 that. And we are going to -- I am going to do it so  
19 that you get the notes of that conversation on that  
20 subject matter.

21 BY MR. PARKER:

22          Q.       Were there any other telephone  
23 conversations between you and Van Sickle before the  
24 June 20 meeting?

25          A.       I am not sure of that. I probably have to



1 go through time records. We may have talked along the  
2 way about the meeting coming up, you got any more money,  
3 are you going to get any more money, what about the  
4 book. There was a whole laundry list of --

5 MR. COOLEY: That's Corydon.

6 THE WITNESS: Corydon, yes, that's what I was  
7 dealing with.

8 BY MR. PARKER:

9 Q. When you say "time records," of course,  
10 you haven't produced any for the June time frame in this  
11 case.

12 A. Okay. I will be happy to. I don't  
13 believe I was required to do that, but --

14 Q. Without arguing over it, is it possible  
15 that by reference to the Corydon time records you would  
16 be able to refresh your memory as to other conversations  
17 with Van Sickle that occurred between June 5 and  
18 June 20?

19 A. Perhaps, yes, but they would have to do  
20 with Corydon.

21 Q. Maybe yes, maybe no.

22 A. Okay. Maybe yes, maybe no.

23 Q. If you had a ten-minute conversation and  
24 nine minutes were on Corydon, one minute was on the  
25 Aznaran case, you would have recorded it to Corydon,

1 wouldn't you?

2 A. Probably.

3 Q. You wouldn't break it down nine-tenths and  
4 one-tenth.

5 A. Probably.

6 Q. You did record in tenths, didn't you?

7 A. Yes. But you must understand at that time  
8 I was dealing with Van Sickle when you are talking about  
9 June on the Corydon case. I mean, I don't even -- I  
10 don't believe I had even spoken with Joe Yanny at that  
11 time or -- and the only thing I knew about him were the  
12 antidotes that were told to me.

13 Q. If I said Yanny, I misspoke because I am  
14 talking about your conversations with Barry Van Sickle.

15 A. I understand that. I thought you were  
16 asking me during that period of time whether my  
17 conversations would have been about things other than  
18 Corydon.

19 Q. Well, specifically -- yes --

20 A. I said I doubt it very much. I was  
21 focused on Corydon. And I thought you said would that  
22 perhaps include conversations about Yanny or Aznaran or  
23 whatever. And I said, I will say to you again, I would  
24 doubt it very much.

25 Q. But you don't know unless you try.



1           A.       You are 100 percent correct in that and I  
2 was merely saying Yanny had not surfaced in my life at  
3 that time.

4           Q.       Will you review the Corydon time records  
5 for June to see if they stimulate your memory?

6           A.       I would be happy to.

7           Q.       Thank you.

8                   Who called for the June 20 meeting?

9           A.       I am not certain about that. It may have  
10 been another Judge Savitch "meet before you come and see  
11 me again" direction. I am not sure about that. That  
12 was a pattern that was going on. I will tell you.

13          Q.       Who arranged the meeting?

14          A.       Bill, Barry or me.

15          Q.       Did you have conversations with Van Sickle  
16 before June 20 for the purpose of setting up the  
17 meeting?

18          A.       I am not certain about that. Sometimes I  
19 did or Bill would arrange it or we would work out a  
20 schedule.

21          Q.       This meeting involved just the three of  
22 you?

23          A.       Yes.

24          Q.       Was there any portion of the meeting where  
25 either you or Drescher were out of the presence of the

1 others?

2 A. I don't know that I can answer that. I  
3 usually arrive at meetings first. Now whether Barry  
4 came before Bill did or Bill came before Barry did, I  
5 couldn't recall.

6 Q. Well, my question is not limited, of  
7 course to the beginning of the meeting. Could have been  
8 in the middle of the meeting or at the end of the  
9 meeting. I was trying to find out whether there was any  
10 one-on-one conversations.

11 A. I don't recall that there were. But  
12 somebody may have gone to the bathroom or somebody may  
13 have made a telephone call.

14 Q. I am not sure if I asked the question  
15 before, but did you or anyone that you observed take  
16 notes during that meeting?

17 A. I don't think so.

18 Q. How long did the meeting on June 20 last?

19 A. I am not certain about that. A Quinn,  
20 Drescher, Van Sickle meeting usually lasted about an  
21 hour, I think. But I really couldn't tell you, David,  
22 exactly how long it lasted.

23 Q. Did you expect to discuss the Aznaran case  
24 as you approached the meeting?

25 A. I don't think so.



1           Q.       In your mind there wasn't any present  
2 prospect for settlement of that case?

3           A.       No. I had made an offer. It had been  
4 rejected. I had not heard any further dialogue about it  
5 one way or the other. The answer is I did not expect to  
6 discuss the Aznaran case. That was a meet to discuss  
7 the Corydon case.

8           Q.       Let me try challenging you on that point  
9 to see if I can get you to recall it. When you go to  
10 the June 20 meeting, you now know officially Ford Greene  
11 is out; right?

12          A.       I think I either know that or Barry Van  
13 Sickles tells us that.

14          Q.       So by meeting's end you know it's official  
15 Ford Greene is out and the Aznarans are in pro per.

16          MR. COOLEY: When did those appearances take  
17 place. Do we have the --

18          THE WITNESS: Yes. If you could show me the dates  
19 of those things.

20          MR. PARKER: Well, I can show you the documents.  
21 The proof of service says the 14th. That on June 14 the  
22 proof of service was mailed. I don't recall if it was  
23 mailed to you. There may have been some issue as to who  
24 it was mailed.

25          THE WITNESS: It was not mailed to me, I don't

1 believe. I think the sequence was a little different.  
2 I think Ford Greene signed the substitution on the 7th.

3 BY MR. PARKER:

4 Q. That's right. And they signed it on the  
5 11th and it was mailed --

6 A. And it was mailed on the 14th.

7 MR. COOLEY: The order was entered on July the 1st.

8 MR. PARKER: Yes.

9 THE WITNESS: Yes. So I don't recall ever getting  
10 a copy of the substitution of attorneys. Just like  
11 when -- well, that's another story for later on.

12 BY MR. PARKER:

13 Q. We'll get to that.

14 A. Okay.

15 Q. Well, let's then talk about at the June 20  
16 meeting what was said as best you recall by the three of  
17 you?

18 A. I am sure there was extensive discussion  
19 about the Corydon matter and the various terms. At some  
20 point my recollection is that Bill either knew or Barry  
21 told us that Ford Greene was out. And it may have even  
22 been that we or I expressed surprise because I had not  
23 received a substitution in the thing. And I think part  
24 of the conversation Bill said to Barry, "Okay. How  
25 come -- why did they get rid of Greene?" And Barry gave



1 us a dialogue about why they had fired Ford Greene.

2 Q. You were telling us what was said and you  
3 left off that he gave you a dialogue as to why Ford  
4 Greene was fired.

5 A. I put a period on the end of that and  
6 stopped. I thought -- your turn or mine.

7 Q. That's all you can remember about  
8 June 20?

9 A. You know, do you want me to try to recall  
10 what he said about the Ford Greene firing?

11 Q. As much as you can recall was said.

12 A. Why don't you let me see my declaration  
13 and I will try to recall as much as I can.

14 MR. PARKER: Might I suggest a five-minute break  
15 for me to do that.

16 MR. COOLEY: A wonderful idea.

17 JUDGE JOHNSON: Okay. Let's take a five-minute  
18 break.

19 VIDEO OPERATOR: We are going off the record now  
20 and the time is approximately 2:22.

21 (Recess taken.)

22 VIDEO OPERATOR: We are back on the record now and  
23 the time is approximately 2:35.

24 BY MR. PARKER:

25 Q. During the break you had an opportunity to

1 review a declaration. Does that help you recall the  
2 so-called dialogue on Van Sickle's part giving the  
3 reasons why Ford Greene was fired?

4 A. Yes, although I frankly probably could  
5 have remembered it or recited those for you, one of us  
6 was waiting for the other to respond or ask the next  
7 question.

8 Q. What were the reasons as told to you by  
9 Van Sickle?

10 A. Well, let me put it in my own words then  
11 we can check it against these. But it was a litany of  
12 things that he -- and he started out by saying that Ford  
13 Greene hadn't moved the case along, didn't return their  
14 phone calls, incurred some expense that they thought had  
15 not occurred or billed them for a deposition that he had  
16 not attended. And other people were warning him that he  
17 was mishandling the case. Whatever it says here is just  
18 about what I could remember at the time.

19 The one thing this does remind me of  
20 because the reference to the 20th meeting talks mainly  
21 about the Aznaran situation because I think as we have  
22 agreed this was filed in the Aznaran case, the bulk of  
23 that meeting was to discuss the Corydon case, and I  
24 could give you a litany of things that were still being  
25 discussed in the Corydon case. I mean, there were 15



1 points of disagreement on books and what rights  
2 Mr. Corydon had and so forth and so on.

3 Q. At some point during the meeting did the  
4 subject of settlement of the Aznaran case come up?

5 A. Yes, I think I said, I see from  
6 Paragraph 10, but I think I told you earlier there was  
7 raised once again and Mr. Van Sickle either at that time  
8 or the earlier time suggested seven figures. I don't  
9 know if this is a reference to seven figures, but it was  
10 considerably higher than the amount that I had suggested  
11 and he had summarily rejected. And then I think there  
12 was very little conversation about that. I just said,  
13 "That's not going to fly." Or I am not sure I used  
14 those words.

15 Q. Who broached the subject of settlement of  
16 the Aznaran case first?

17 A. I think Barry did. I think Mr. Van Sickle  
18 did.

19 Q. Did you and Drescher tell him that the 250  
20 was no longer on the table?

21 A. I think we told him that it was no longer  
22 on the table in the sense that he had rejected it and  
23 therefore obviously it could not be accepted by him.  
24 This is not the exact dialogue, but at some point either  
25 in that conversation or subsequently, I ended a

1 conversation with Barry in which I said to him and it  
2 may have been at this meeting and said, "Why don't you  
3 let me try and go back and get the 250. Let me see if I  
4 can get that again. Maybe it's still available." Now,  
5 that could have been this conversation or a subsequent  
6 conversation.

7 Q. What was Van Sickle's reaction to that?

8 A. I think it was, "That just won't do it. I  
9 told you before that just wasn't enough money." And  
10 that was about the end of it.

11 Q. On June 5 he was talking seven figures.  
12 Was he talking any different on June 20?

13 A. I don't believe he was talking seven  
14 figures on June 5.

15 Q. I thought you said that they would need  
16 something in seven figures.

17 A. No. That isn't what I said.

18 Q. You used the phrase "seven figures" --

19 A. No. Not on June 5. Maybe I have -- maybe  
20 I am not recalling this exactly right. On the June 5  
21 thing I threw out the 250. He subsequently came back to  
22 me I thought I said and said it would take seven  
23 figures. I am not sure he knew what it would take on  
24 June 5 because the thing just came up and it was dropped  
25 in his lap.



1 Q. What did he say or do on June 20 that made  
2 you feel he wasn't talking seven figures anymore?

3 A. I didn't say that. I didn't say he wasn't  
4 talking seven figures.

5 Q. Was he talking seven figures?

6 A. He may very well have said, "It's going to  
7 take seven figures to settle the case" or "more than  
8 seven figures to settle the case." Whatever it was,  
9 when this declaration was prepared, I said considerably  
10 higher than the offer we had made. But we weren't  
11 even -- it wasn't a question of where we were. Because  
12 I was -- had my maximum. Never came above that.

13 Q. You don't recall what he said?

14 A. No. Don't tell me Mr. -- I don't recall  
15 what he said. I have told you to the best of my ability  
16 what I think he said.

17 Q. You are giving me your best memory of what  
18 he said on that day?

19 A. I am giving you my best recollection of  
20 what he said at that time.

21 Q. Did he use a figure or range though you do  
22 not now recall it?

23 MR. COOLEY: How in the world can he answer that?

24 THE WITNESS: How would I know?

25 BY MR. PARKER:

1           Q.       You may remember he used a number, you  
2 just don't remember the number. That's what I am trying  
3 to understand.

4           A.       I am not sure he ever used a number if you  
5 want to know the truth of the matter.

6           Q.       Did he use a word or phrase?

7           A.       Seven figures. Seven figures was used  
8 more than once.

9           Q.       But not necessarily on June 20 you are  
10 saying?

11          A.       Not necessarily, but it could very well  
12 have been. It was clear that we were miles and miles  
13 apart. And I think at that time or subsequently he said  
14 seven figures.

15          Q.       What I am trying to understand is whether  
16 he was singing a different song on June 20 than he was  
17 on June 6. Did you have any sense of that in terms of  
18 their flexibility?

19          A.       No.

20          JUDGE JOHNSON: There are three conversations,  
21 aren't there? There is the June 5th conversation.  
22 There is the telephone call the next day and there is  
23 June 20th. Are you talking about the 20th and the 5th?

24          MR. PARKER: I was mentioning the 6th --

25          THE WITNESS: You mentioned the 6th?



1 BY MR. PARKER:

2 Q. Yes. I said did it seem he was singing a  
3 different song from the 6th to the 20th.

4 JUDGE JOHNSON: I didn't understand the 6th.

5 MR. COOLEY: I didn't either.

6 BY MR. PARKER:

7 Q. He called on the 6th. He said what you  
8 testified to and I am trying to understand whether you  
9 felt he was indicating some flexibility on the 20th that  
10 didn't seem to be there on the 6th?

11 A. I don't believe that he did or was  
12 indicating any flexibility on the 20th.

13 Q. Did it seem to you that Ford Greene's  
14 dismissal had not had any material impact in terms of  
15 bridging the gap?

16 A. I can't answer that. I don't know what  
17 you mean by the question, frankly. Nothing had changed  
18 so I can't say that anything that happened impacted on a  
19 change that didn't occur.

20 Q. Did you or Mr. Drescher on the 5th or the  
21 20th ever say to Van Sickle that you felt it would be  
22 easier to conduct settlement negotiations if it was  
23 through someone other than Ford Greene?

24 A. I did not say that. And I can't  
25 believe -- and Bill did not say that. That is not --

1 for all I knew it would have been easier to do it  
2 through Ford Greene.

3 Q. Was there any reference to Karen McRae or  
4 C. Tony Wright during the meeting on June 20?

5 A. I don't think so.

6 Q. In June of 1991 what was your firm's  
7 custom and practice with respect to date stamping  
8 incoming court documents?

9 A. I think we stamped them when they came  
10 in. I assume it goes through a central mailing room and  
11 they are stamped then they are distributed to partners.  
12 But --

13 Q. I am going to take you over to your firm  
14 and introduce you to some folks.

15 A. I hope you do. I hope you know more about  
16 yours than I do about mine. When I get them they have a  
17 stamp on them.

18 Q. Front or back?

19 A. I don't know.

20 Q. You can see the stamp on the front of the  
21 document?

22 A. Sure. I think they are usually stamped on  
23 the front of the document. Usually.

24 Q. Do you have a custom and practice as to  
25 whether or not you affix envelopes to documents when



1       they are received in the mail, court documents?

2               JUDGE JOHNSON:  You mean the envelope they came  
3       in?

4               MR. PARKER:  Yes.

5               THE WITNESS:  By the time they get to me there are  
6       no envelopes attached.

7       BY MR. PARKER:

8               Q.       Did you make an exception in the Aznaran  
9       case?  Ever?

10              A.       I don't know.  Exceptions are made from  
11       time to time.  I can't tell you that.

12              Q.       Was there discussion about the possibility  
13       that Van Sickle would try to get back into the Aznaran  
14       case on June 20?

15              A.       I don't believe there was.

16              Q.       Did Van Sickle tell you that the reasons  
17       Ford Greene was fired would be used by him should he try  
18       to make a motion to reconsider the disqualification  
19       order?

20              JUDGE JOHNSON:  Who?

21              MR. PARKER:  Van Sickle.

22              JUDGE JOHNSON:  Okay.

23              MR. COOLEY:  I am sorry, I don't think -- could I  
24       hear the question again.

25              MR. PARKER:  I will restate the question.

1           Q.       Did Van Sickle tell you that in the event  
2 he sought reconsideration of the earlier  
3 disqualification order in the Aznaran case that he would  
4 cite the reasons why Ford Greene was fired?

5           A.       I have some recollection of that. But I  
6 really can't -- I really can't pinpoint that or tell you  
7 that. I don't recall him necessarily saying at that  
8 time -- you are now talking again on June 20th -- that,  
9 "I am going to try to get back into the Aznaran case  
10 and among other reasons are the circumstances  
11 surrounding the firing of Ford Greene." I don't recall  
12 that being discussed. But the purpose of the meeting  
13 again was Corydon and if it was, it was just a minor  
14 part of the equation.

15          Q.       I may have asked this before. Did anyone  
16 discuss motion activity or future motion activity  
17 relating to the Aznaran case during the June 20  
18 meeting?

19          A.       I don't believe so.

20          Q.       Let me ask you to recall a telephone  
21 conversation you had with Joe Yanny on June 28, 1991.

22          A.       Okay.

23          Q.       Did Yanny call your office that day?

24          A.       Yes. I remember distinctly that he called  
25 and left a message and I think I returned his call. I



1 always returned Joe's calls. I think he will  
2 acknowledge that.

3 Q. How many times have you had occasion to  
4 return his calls?

5 A. Quite a few times.

6 Q. But --

7 A. He was one of the most difficult people to  
8 make a connection with, quite frankly. You would go  
9 back and forth.

10 Q. You are speaking of reaching him by  
11 phone?

12 A. Yes.

13 MR. COOLEY: Reaching him in person isn't easy  
14 either.

15 THE WITNESS: Go ahead.

16 BY MR. PARKER:

17 Q. You learned of his call through a message  
18 from your secretary?

19 A. Yes.

20 Q. Is the message still in existence?

21 A. It may well be. I may be.

22 Q. Where would that be?

23 A. In one of the files we have been talking  
24 about. Probably -- it might have ended up in the  
25 Aznaran file or it may have ended up in a Yanny file

1     which would have been opened later on, I think. Or I  
2     may have thrown it away.

3             Q.       Before we get into substance on June 28,  
4     let's just take the time frame June 20 to June 28.

5     Where there any events or activities during that time  
6     frame relative to the Aznaran case, to your knowledge?

7             A.       Not to my knowledge.

8             Q.       Did you ever go back in that time frame,  
9     see if you could get that 250 again?

10            A.       No.

11            Q.       How was it left on June 20 as to  
12     whether -- you said you might be able to get it. Did  
13     you tell him you would try or how was it left?

14            A.       He never -- no. No. I did not -- let me  
15     answer two questions. I did not go back and try to get  
16     it. And number two, on the June 20th meeting whether he  
17     is using seven figures or a whole bunch of money or more  
18     than seven figures, he made it crystal clear that the  
19     gap was so far apart that there is no use to going back  
20     and get \$250,000 if it is a seven-figure case. He did  
21     not ask me to. Did not suggest I do it. Did not  
22     encourage me to do it.

23            Q.       Will your time records for June 28 reflect  
24     the calls from Yanny? Or to Yanny?

25            A.       I hope so.



1           Q.       I am asking because you didn't produce  
2       them. So I don't know.

3           A.       Well, I will produce those as I said. I  
4       have here for billing in June, time record July and  
5       August. I made a note of that earlier. And I am going  
6       to assume they will.

7           Q.       What was the substance of the message that  
8       Yanny left as best you can recall?

9           A.       I am not sure. Just may have been a note  
10      saying call from Joe Yanny wants to advise you he is  
11      coming into the Aznaran case. Please call.

12          Q.       What time of day did you first learn about  
13      the message?

14          A.       I am not sure. I know I made a notation  
15      in Paragraph 11 that the message came in late in the  
16      morning. Means I probably have some document that  
17      suggests late in the morning and I returned the call in  
18      the afternoon.

19          Q.       Was your first knowledge of this call  
20      because you saw the message or because you had heard  
21      something from your secretary?

22          A.       No, I think because I maybe came back from  
23      court or lunch and there was a message there.

24          Q.       What was the next step you took after  
25      learning Yanny had called?

1           A.       I think I called Joe. He may have called  
2 me back. Joe was sometimes persistent.

3           Q.       How many telephone conversations did the  
4 two of you have on June 28?

5           A.       My recollection is we had two.

6           Q.       Both in the afternoon?

7           A.       Both in the afternoon.

8           Q.       How much time between the two?

9           A.       I am not certain.

10          Q.       I apologize if I have asked this question  
11 before. But did you take notes during your conversation  
12 with Yanny, either one of them?

13          A.       I may have.

14          Q.       Maybe I should ask Mr. Cooley.

15          A.       Yes --

16                   I may very well have. I take notes  
17 sometimes, sometimes I don't. Most of the times I do  
18 take very bad notes I can't even read them. I do  
19 sometimes frankly tape the telephone message slip and  
20 then take notes on the page when I return the call. But  
21 I know I have a recollection of talking to him a couple  
22 of times. I at least have a recollection of at least  
23 talking to him this time. But the content all runs  
24 together.

25          Q.       Well, that declaration was prepared at



1       least two weeks after the event.

2               A.       Right.

3               Q.       What did you have, if anything, in front  
4 of you when you prepared that declaration. Let me ask  
5 first, did you prepare it?

6               A.       Yes.

7               Q.       What did you use, if anything, to refresh  
8 your memory about the details?

9               A.       Whatever notes I had, whatever telephone  
10 slips and messages I had.

11              Q.       So you did use notes to refresh your  
12 memory in preparing that?

13              A.       I could very well have. The manner in  
14 which it's prepared suggests to me that I did have  
15 something at that time, David. Because I -- you know,  
16 for me to say I had a message late in the morning  
17 suggests to me I had a telephone slip that said 11:25 or  
18 something like that.

19              MR. PARKER: I suggest we mark this, since we have  
20 talked about it, as Exhibit-2, but we will need to make  
21 a copy.

22              MR. COOLEY: What is that?

23              JUDGE JOHNSON: Is that the declaration?

24              MR. PARKER: That's his declaration and the date  
25 of that, Jack, is what?

1 THE WITNESS: July 8, 1991.

2 MR. PARKER: We will mark it on a break and we  
3 will call it Exhibit-2.

4 (Defendants' Exhibit-No. 2  
5 was marked for identification and is  
6 annexed hereto.)

7 MR. COOLEY: I don't offhand find a note on the  
8 June 28th but we are going to look. And if there is  
9 one, you will get it.

10 BY MR. PARKER:

11 Q. The court records reflect that on the 19th  
12 of June the defendants in the Aznaran case served by  
13 mail a motion for summary judgment. And the court file  
14 reflects that it actually was filed on July 1 which was  
15 a Monday. Your conversation with Yanny was Friday, the  
16 28th. I guess what I am doing is making representations  
17 to you. With that in mind, do you recall discussing  
18 motion activity with Yanny in either of the two  
19 telephone conversations on the 28th?

20 MR. COOLEY: What date is --

21 THE WITNESS: There is something wrong about those  
22 dates.

23 MR. PARKER: I agree but they are true.

24 MR. COOLEY: Give me the dates again that it was  
25 served.



1           MR. PARKER: It was filed July 1 as you can see  
2 from the docket sheet.

3           MR. COOLEY: Right. It was lodged before that,  
4 wasn't it?

5           MR. PARKER: No, I am sorry. You have just  
6 reminded me. It was lodged on July 1 as I think we  
7 talked about yesterday.

8           MR. COOLEY: I think I can enlighten you as to  
9 what happened.

10          MR. PARKER: All right.

11          MR. COOLEY: I think that this was served on the  
12 date that you referred to.

13          MR. PARKER: 19th.

14          MR. COOLEY: Yes. And that the clerk didn't  
15 accept it for filing and didn't even lodge it and we  
16 didn't find out about that until later because of its  
17 excess length. The clerk then lodged it and we filed a  
18 motion to have the court accept it on an oversized basis  
19 which the court denied, then we had to go back to the  
20 drawing board and cut it down. I think that's what  
21 happened.

22          MR. PARKER: So your, I won't characterize it as  
23 you are guessing, but what you are suggesting is that on  
24 the 28th you all might have thought the motion was on  
25 file?

1           MR. COOLEY: Exactly, and that we had previously  
2 served it and we found out it wasn't on file. In fact,  
3 I think we found out it wasn't even lodged. This is  
4 what I think happened. Then the court -- the clerk  
5 lodged it on the 1st which gave us the foundation for  
6 then moving to have it oversized and then the court  
7 denied that then we had to cut it down is what I think  
8 happened.

9           JUDGE JOHNSON: I think that is not inconsistent  
10 with current practice down in the courthouse. Because  
11 they are really trying to hold down the length of the  
12 pleadings.

13 BY MR. PARKER:

14           Q.       Well, when Yanny called, he indicated he  
15 was aware of a summary judgment motion?

16           A.       Yes.

17           Q.       And one of the things he asked your side  
18 to agree to was a continuance of that motion.

19           A.       That's right.

20           Q.       Now, in that conversation did you tell  
21 Yanny that there were other motions soon to be filed?

22           A.       Other motions soon to be filed. I don't  
23 believe I did.

24           Q.       Were you aware --

25           A.       Were there other motions soon to be



1 filed?

2 Q. Well, there were other motions filed soon  
3 thereafter.

4 A. Okay. But the summary judgment motion was  
5 on file.

6 Q. A summary judgment motion had been served  
7 and as Mr. Cooley observes there is some lack of clarity  
8 about whether it was filed, lodged or what.

9 A. But my recollection to get back and get  
10 down to it is you are correct in my conversation with  
11 him on the 28th. He wanted -- I think I said in the  
12 declaration he wanted to discuss the summary judgment  
13 motion which was set for the 22nd. So obviously it was  
14 filed before he contacted me. So I don't recall what  
15 motions would have been set to be filed thereafter.

16 My recollection, frankly, is that there  
17 was a trial date approaching, that there were perhaps  
18 even motion cutoff dates and there were a lot of motions  
19 that we had been working on over a period of time. Some  
20 of which either had been filed or were going to be  
21 filed.

22 Q. During the month of July the record  
23 reflects three substantive motions by the defendants in  
24 the Aznaran case, two for summary judgment, one to  
25 dismiss. Is that your memory?

1           A.       I think that's right. But two for summary  
2 judgment?

3           Q.       I think so.

4           A.       Not counting the one that was already on  
5 file that he is referring to that's set for the 22nd?

6           Q.       I am suggesting and you can look at the  
7 court docket sheet that we have here that there was one  
8 other besides the one that Mr. Yanny called to talk  
9 about.

10          A.       All right.

11          Q.       What I am trying to find out is whether  
12 you knew the other two motions were coming when you  
13 spoke to Yanny on the 28th?

14          A.       Mr. Parker, I think the defendants knew  
15 the motions were always coming. We were running out of  
16 time. And there were motions that had to be filed. I  
17 can't tell you at that time on the 28th if I knew in  
18 what state of preparation they were. I think they had  
19 been in preparation for several weeks.

20          Q.       Did Yanny say anything on June 28 to  
21 indicate he was aware that other motions would soon be  
22 filed?

23          A.       I don't recall that he did.

24          Q.       Can I look at the docket sheet?

25          MR. COOLEY: Yes.



1 BY MR. PARKER:

2 Q. Let me ask you to look at the docket sheet  
3 for the entry on July 24 and ask you if that refreshes  
4 your recollection that the motion cutoff date was set by  
5 order that issued on the 24th of July?

6 A. No, it doesn't. I mean it doesn't.

7 Q. Do you know as you sit here now whether or  
8 not there was a motion cutoff date in effect at the  
9 moment you spoke to Yanny on the 28th of June?

10 A. Mr. Parker, my recollection is that there  
11 was either a motion cutoff date or there was a trial  
12 date already set or approaching from which we could  
13 compute when we would have had to file motions. Now, I  
14 can't recall right now the trial date but I think it may  
15 have been October or --

16 MR. COOLEY: I think it was October 15th.

17 THE WITNESS: So we knew we were running out of  
18 time. And I think, quite frankly, my limited experience  
19 with Judge Ideman is that he from time to time issues an  
20 order like he probably did here and said, "I don't want  
21 any more motions from you guys or anybody else." I  
22 don't believe this is what triggered my recollection.  
23 My feeling was triggered by the existence of the trial  
24 date and in knowing we had to have motions and things  
25 ready to go for the trial date.

1 BY MR. PARKER:

2 Q. So not so much a motion cutoff date but  
3 simply the fast approaching trial date?

4 A. Yes.

5 MR. COOLEY: And pretrial conference.

6 THE WITNESS: We had to have those dates backed up  
7 on us when we would be faced with either a specific  
8 order or running out of time to file motions. Please  
9 don't ask me how many days before the trial date you  
10 have to file a motion.

11 BY MR. PARKER:

12 Q. Let's go then into the substance. Can you  
13 recall the two conversations with Yanny separately or do  
14 they tend to blur?

15 A. They tend to go together, frankly.

16 Q. Can you recall any difference between the  
17 two?

18 A. No. No. It may have been -- the content  
19 all blurs together but it may have been, "Hey, let me  
20 talk to my people and I will get back to you" or  
21 something like that. That could have been what it  
22 was.

23 Q. Does your declaration help refresh your  
24 memory?

25 A. Not really on that point. I note in here



1 it said that I would have to check with my clients and  
2 it doesn't say get back to then, but that's .  
3 traditionally what I would have done. And I might have  
4 called co-counsel. It was my first exposure to -- I  
5 believe that day was my first exposure to Joe Yanny.

6 Q. Again, I would like to refresh your  
7 recollection, but I don't have your June time records,  
8 July 1 forward I have got some fairly good detail on  
9 your telephone activity but not June 28. Do you believe  
10 you got back to Yanny on the 28th or was it later?

11 A. I think I got back to him on the 28th. We  
12 at least -- I do have some recollection of two telephone  
13 calls on that date, and it may have been that I got this  
14 call and talked to him, called someone and called the  
15 client or talked to a co-counsel and then called him  
16 back. It was surprising and unusual to me that I would  
17 be contacted by Mr. Yanny.

18 Q. Did he tell you why he had selected you  
19 for that honor?

20 A. No. I am not sure I ever figured out why  
21 I was the fortunate person for that call.

22 Q. Well, let me hold back on substance for  
23 just a minute and kind of vector in between the two  
24 calls and ask you to recall as best you can what your  
25 activities were between the two phone calls. Who did

1     you talk to?

2             A.       I can't tell you I have a specific  
3     recollection. But I might have called Bill Drescher and  
4     said, "Billy, I just got a call from Joe Yanny." And he  
5     probably would have laughed. And said, "You know, you  
6     are a lucky guy, you are now going to get the call."  
7     Something light.

8             Q.       Sounds like you are guessing and I don't  
9     mean --

10            A.       I am guessing.

11            MR. COOLEY: What day of the week was a 28th?

12            MR. PARKER: Friday.

13            THE WITNESS: It is a Friday. Yeah.

14            MR. COOLEY: That's what I thought.

15            THE WITNESS: But I do have a recollection of the  
16     telephone call with him and saying something like, I  
17     don't know if I used the precise words, it's ethically  
18     improper for you to come into this case.

19     BY MR. PARKER:

20            Q.       You are getting ahead of me. I do want to  
21     ask you about the conversations but I am just trying to  
22     see if I can get you to recall for me in between the two  
23     telephone conversations.

24            A.       No.

25            Q.       All right. Then let's go to the



1 conversation. Bearing in mind that they tend to merge  
2 together in your memory, what did the two of you say to  
3 each other?

4 A. I think he introduced himself. Joe was  
5 colorful in his conversations. I won't --

6 Q. Spare us the imitation.

7 A. I will spare you the imitation. But he  
8 said something like, "I want to come into this case and  
9 the summary judgment motion is set on down the road and  
10 I need 45 days or 60 days or whatever it is."

11 And I said, "Wait a minute." I said, "You  
12 can't come into this case because you used to represent  
13 the church for year after year after year. That's a  
14 real problem, is it not?" And I probably even said, I  
15 have a recollection of saying, "That's the same case in  
16 which Barry Van Sickle, your lawyer, was disqualified  
17 in. I don't see how in the world you could come into  
18 the case."

19 And my recollection with him is, "Well, I  
20 am coming into the case. And I want this time."

21 And that's when I probably said, "Hey, let  
22 me look into it and get back to you."

23 Q. Did Yanny tell you that a substitution had  
24 been prepared?

25 A. I don't believe so. I don't believe so.

1 Q. You know one had been filed as of that  
2 date, don't you?

3 A. No, I don't think I did.

4 Q. Well, I am saying now as you sit here, you  
5 are aware that it was filed on the 28th, aren't you?

6 A. No.

7 JUDGE JOHNSON: Substituting Mr. Yanny into the  
8 case?

9 MR. PARKER: Yes.

10 THE WITNESS: Is that when it was filed?

11 BY MR. PARKER:

12 Q. I believe so.

13 A. Okay.

14 Q. They are lodged with the court on the 28th  
15 and then the order in the judge's absence we understand  
16 now was signed on July 1.

17 A. See, I did not know that and I don't even  
18 believe I knew that when I talked to him later on. I  
19 was not served with a copy of the substitution or the  
20 request for a substitution. I remember very distinctly  
21 that subject and when it came up on Monday -- I think it  
22 was Monday of the next week, maybe it was Tuesday.

23 Q. Hold that thought because we will come to  
24 July 1 in a minute.

25 Did Yanny tell you why he wanted the



1 continuance on the summary judgment motion?

2 A. I don't believe so.

3 Q. Did he tell you --

4 A. "I need some more time on the motion."

5 Q. Did he --

6 A. He had three weeks. I think it was set  
7 for the 22nd, but in any event, I don't recall him going  
8 into an elaborate discussion of why he needed the time.  
9 A lawyer called up and said he needed time.

10 Q. Did he tell you why he of all lawyers was  
11 coming into the case?

12 A. No.

13 Q. Was there any reference to Karen McRae?

14 A. I don't believe so.

15 Q. Did either one of you refer to C. Tony  
16 Wright?

17 A. I don't believe so but I certainly  
18 wouldn't have.

19 Q. Any discussion about Ford Greene with  
20 Mr. Yanny on the 28th?

21 A. David, I don't believe so. I don't recall  
22 any.

23 Q. Did Yanny ask whether you would stipulate  
24 to his coming into the case?

25 A. I don't think he did. I think he told me

1 he was coming into the case.

2 Q. Did you say that a motion to disqualify  
3 would be filed if he insisted on trying to come in?

4 A. Not in those words.

5 Q. How then did you put it?

6 A. Well, I was very clear in saying words to  
7 the effect that, "Hey, you can't come into this case.  
8 How in the world could you possibly come into this  
9 case?" I can't believe I would have said, "I am going  
10 to file a motion to disqualify you." I was trying to  
11 say you can't come into this case which indicates to me  
12 I didn't know anything was filed or he had a  
13 substitution or whatever. Because I said, "You can't do  
14 that."

15 Q. What did Yanny say in response to that?

16 A. He said, "Oh, yes I can."

17 Q. Did he say why he thought he could?

18 A. No, not that I recall. Now he -- I'll  
19 tell you what I remember.

20 Q. Did he advert to Judge Cardenas' ruling in  
21 what we call Yanny I?

22 A. I just don't recall.

23 Q. Did he advert --

24 A. He may have given me the entire litany and  
25 my position was and would have been still you can't do



1       that.  You can't come into that case.

2               Q.       Did he advert to the denial of the  
3       disqualification motion against Barry Van Sickle in the  
4       Corydon case?

5               A.       I don't believe we went through that  
6       discussion because I don't think this was a long  
7       conversation.

8               Q.       Were you attempting in a pre-emptive and  
9       firm sort of way to say, no, and cut off that issue?

10              A.       No.  No.  But what I was doing, I wasn't  
11       trying to cut off any issue.  But all I -- I had heard  
12       about Joe.  I just wanted to listen to what he said.  He  
13       told me he was coming in.  "Could I have an extension?"

14                      I said, "You can't come into this case.  
15       That's just not right.  You will never get in" --  
16       something like that.  He may have even said, "Check with  
17       your people or check with Bill."

18                      I may have said, "I will talk to my people  
19       and I will get back to you, but I can't believe they  
20       would ever stand for that."

21              MR. COOLEY:  Excuse me a minute.

22              MR. PARKER:  Yes.

23                      (Witness and counsel confer.)

24              MR. COOLEY:  We have -- off the record a minute.

25              JUDGE JOHNSON:  Okay.  Go off the record.

1 VIDEO OPERATOR: We are going off the record now  
2 and the time is approximately 3:13.

3 (Discussion off the record.)

4 VIDEO OPERATOR: We are back on the record now.  
5 The time is approximately 3:14.

6 BY MR. PARKER:

7 Q. Is there more that you can recall of your  
8 conversations on the afternoon of June 28?

9 A. No.

10 Q. Relative to Yanny's entrance into the  
11 Aznaran case, did anything happen involving you over the  
12 weekend?

13 JUDGE JOHNSON: I didn't hear the last word of  
14 that. Involving what?

15 MR. PARKER: Weekend.

16 THE WITNESS: I don't recall anything that  
17 happened, Mr. Parker, although from time to time Joe  
18 Yanny used to call me on Saturday, but I don't know if  
19 this was one of the Saturdays. I don't think that  
20 anything happened.

21 BY MR. PARKER:

22 Q. You had a telephone conversation with  
23 Yanny on Monday, July 1?

24 A. Right.

25 Q. More than one or just one?



1           A.       I think just one.

2           Q.       This is when we begin to pick up your time  
3 records. If you look at Exhibit-1, the July 1 entry,  
4 this would be the Aznaran pro forma.

5           A.       Okay.

6           Q.       Do you have that in front of you?

7           A.       Yes.

8           Q.       Now, just a few foundational questions.  
9 Generally speaking, did you record services as  
10 rendered?

11          A.       No.

12          Q.       When we look at the time entry July 1,  
13 just as an example, would it generally be true that the  
14 events occurred in the order that they appear in your  
15 time records?

16          A.       No.

17          Q.       Are there certain times when you would  
18 deviate from a chronological sequence entry.

19          A.       Yes, I am not sure I could say I ever  
20 followed a chronological sequence.

21          Q.       You don't record contemporaneously?

22          A.       Rarely.

23          Q.       You sort of sit back at the end of the day  
24 and say what did I do?

25          A.       That's right. Sometimes I will make a

1 note, but it's rarely. I just get the case down because  
2 you don't sit there and do the -- What's going on.

3 Q. When you use the phrase "conference with,"  
4 does that mean face to face?

5 A. Most of the time but it could be a  
6 telephone conference, could be referring to a conference  
7 call.

8 Q. Like Mr. Drescher and like me when I can  
9 get away with it, you follow what some people call block  
10 billing, meaning you describe the services for one day,  
11 then you give a single aggregate time figure for all of  
12 them.

13 A. Yes.

14 Q. And you did that on July 1.

15 A. Yes.

16 Q. Short of speculation is it possible at  
17 this date on this or other entries to break the time  
18 entries down?

19 A. As to when they occurred?

20 Q. No. In other words, where you can say,  
21 well, Van Sickle, that was a .3 and Yanny was a .2 and  
22 that conference was a 2.5?

23 A. You are tough. No. No. That would be --

24 Q. I appreciate your candor. I am not  
25 surprised. So when we look at your time entry for July



1 1, this doesn't necessarily mean that you spoke with Van  
2 Sickie before you spoke with Yanny, does it? .

3 A. No, it does.

4 Q. But, in fact, did you speak with Van  
5 Sickie before --

6 A. I don't recall.

7 Q. Okay. Can you place the conference --  
8 well, let me step back and withdraw the question.

9 Here you say conference with Drescher and  
10 Farny. Was that face to face?

11 A. I can't tell you whether it was or not.  
12 Could have been a conference call or it could have been  
13 face to face. They may have come to the office. Or I  
14 may have gone to them. It's more likely it was a  
15 conference call.

16 Q. You really don't recall the event, do  
17 you?

18 A. No, no, you are right.

19 Q. At the risk of beating a dead horse, were  
20 others present besides the two who are mentioned?

21 A. I don't believe so but there could have  
22 been. It could have been that I would just put down the  
23 two names.

24 Q. What did you mean by "Trial prep doc's,"  
25 D O C's?

1           A.           I think that date we were in some various  
2 state of trial preparation for Aznaran and we were  
3 probably accumulating documents, reviewing documents,  
4 trying to get documents.

5           Q.           You reminded me of something. I  
6 apologize. I need to go back to June 20. Did Bill  
7 Drescher hand Barry Van Sickle a draft settlement  
8 agreement at that meeting?

9           A.           I think he did.

10          Q.           Did you then have a copy --

11          A.           They would be better -- I think he did.  
12 They were drafting and changing that agreement and it  
13 could be that he handed him that agreement.

14          Q.           Did you or Drescher say anything to Van  
15 Sickle on June 20 to the effect that if it could be  
16 worked out you would like to arrange it so that Mr. Van  
17 Sickle would not be involved in future litigation with  
18 the church?

19          A.           No, I don't believe so.

20          Q.           Did you ever have a conversation to that  
21 effect with Van Sickle?

22          A.           Yes. Probably several.

23          Q.           When was the first?

24          A.           I can't tell you.

25          Q.           Was it before or after the 20th?



1           A.       Mr. Parker, I had several conversations  
2 with Barry Van Sickle along the way where he said from  
3 time to time, "I hope I never see another church case.  
4 I am not going to do this anymore." Things to that  
5 effect. But on the 20th I can't believe we had any  
6 conversation like that.

7           Q.       When you say you can't believe you did, is  
8 that because the conversations preceded it or why --

9           A.       That's because I can't remember if it  
10 happened on that date, if we had a conversation about  
11 that subject on that date.

12          Q.       What is it about June 20 that you can't  
13 believe you would have had that conversation on that  
14 date?

15          A.       Because that was mainly directed toward  
16 trying to resolve the Corydon case and it was at a  
17 breakfast table meeting and it was all in aid of getting  
18 documents and paragraphs changed and doing language. It  
19 was a very laborious, tedious process we were going  
20 through.

21          Q.       When Van Sickle made such comments, was he  
22 then representing Roxanne Friend?

23          A.       I don't know. I don't recall.

24          Q.       What was your reaction to his expressions  
25 on those occasions about not wanting to be involved in

1 another Scientology case?

2 A. I am not sure he ever said, "I don't want  
3 to be involved in another Scientology case." To that  
4 effect. It was constant -- it was a very demanding type  
5 of procedure we were going through. I could have said  
6 to him at the same time, we could have had discussion,  
7 "Hope we never have another case like this. I don't  
8 want to be involved in another case like this." But if  
9 the import of the question is, did I ever try to  
10 influence him and say, "You got to get out of the  
11 Scientology cases," the answer is no. Barry Van Sickle  
12 is a very big boy.

13 Q. Did you react by suggesting that your  
14 client shared the same objective?

15 A. Of what?

16 Q. Barry Van Sickle not being involved in any  
17 more Scientology cases.

18 A. No. I would have never suggested that.

19 Q. Why would you never suggest that?

20 A. Because I frankly -- Barry Van Sickle was  
21 a good lawyer. I thought he was a good lawyer. He and  
22 I fought like cats and dogs and Bill and I fought with  
23 him, but we got along with him. And we were relatively  
24 cordial and almost entirely professional, and I always  
25 thought, frankly, I would rather deal with a good lawyer



1       than a lesser lawyer. That's the only reason.

2               Q.       Did you ever tell Barry Van Sickle that  
3       your client would like for him not to be involved in  
4       future litigation?

5               A.       I don't believe I did.

6               Q.       Did anyone say such a thing to Van Sickle  
7       in your presence?

8               A.       I don't think so but I will be frank with  
9       you, that could have happened.

10              Q.       Did Barry Van Sickle ever say to you or in  
11       your presence that he believed he personally had  
12       potential claims against Scientology-related  
13       organizations for invasion of privacy?

14              A.       He may have said something to that  
15       effect.

16              Q.       Was there ever discussions where you were  
17       present as to the possibility that such claims could be  
18       settled?

19              A.       No. He was going to sue us, sue the  
20       church or make a claim against them or something like  
21       that?

22              Q.       Yes, did he ever say that?

23              A.       No.

24              Q.       Was there ever a discussion that he might  
25       receive money in order to avoid his filing such claims?

1 A. Not that I recall.

2 Q. Did he ever say that for some compensation  
3 he would be willing to give a release of these potential  
4 claims?

5 A. Not to me.

6 Q. Was there ever any discussion about Barry  
7 Van Sickle giving a release in favor of your clients of  
8 claims he might personally have?

9 A. I have no recollection of that.

10 Q. Do you have a recollection of telling  
11 Barry Van Sickle that you were aware of police records  
12 involving conduct by him?

13 A. Police records evidencing conduct by Barry  
14 Van Sickle?

15 Q. Yes.

16 A. No, I have no recollection of that.

17 Q. Did you or anyone else ever tell Barry Van  
18 Sickle you had information that he had been reported to  
19 the police for spousal abuse?

20 A. Did I ever tell Barry that?

21 Q. Did you or anyone else say that to Barry  
22 Van Sickle?

23 A. Not to my knowledge.

24 Q. Did you ever have a conversation where  
25 Barry Van Sickle acknowledged that reports had been made



1 of alleged spousal battery?

2 A. No. I do recall he told me he went  
3 through a very bitter divorce. I never looked at  
4 records. To my recollection I was never told of  
5 records.

6 Q. Your records say that you spoke with Barry  
7 Van Sickle on July 1. Do you recall that conversation?

8 A. I can't say that I recall the precise  
9 conversation. I obviously had one but --

10 Q. You had one relating to the Aznaran case,  
11 didn't you?

12 A. Well, it's logged on the Aznaran file and  
13 it must have been on the Aznaran thing, and I assume I  
14 talked to him about the Aznaran case, some variation or  
15 something about it, but I cannot tell you right now what  
16 it was.

17 Q. In the conversation with Van Sickle on  
18 July 1, did you talk about Joe Yanny's re-entry or his  
19 entry --

20 A. I might have.

21 Q. -- into the Aznaran case?

22 A. I might have told him that I had been  
23 contacted by that time by Joe.

24 Q. Did you call Van Sickle or did he call  
25 you?

1           A.       I don't recall. I don't know.

2           Q.       Do you recall anything about that  
3 conversation?

4           A.       No, I don't.

5           Q.       You don't recall whether you took notes?

6           A.       I don't recall whether I took notes,  
7 that's right.

8           Q.       Let's talk about the July 1 conversation  
9 with Joe Yanny. What did you say to him and what did he  
10 say to you?

11          A.       I do have some recollection about that and  
12 I am aided by Paragraph 13. And I think he called -- I  
13 think he called me. I may have called him to return the  
14 call or he may have returned my call, I am not sure, but  
15 he was inquiring about the extension to respond to the  
16 summary judgment. That was clear. And I recall saying,  
17 "You know, Joe, you are not even in the case yet. Why,  
18 you know, I don't think you have the right to come into  
19 the case but you are not in the case yet."

20                   And he said to me, he said, "Oh, yes, I  
21 am. The court has approved the substitution." And I  
22 will be frank with you that I was surprised at that.

23                   And I think I said to him, "I have never  
24 even seen a document saying that you are trying to get  
25 into the case or that you filed a substitution and



1 nothing has been served on me to that effect." And that  
2 was about it. I might have said, "I am surprised that  
3 the court would do that and allow you to come into the  
4 case when, you know, your lawyer had been disqualified  
5 as an extension of you." And that was about it.

6 Q. What about the continuance request? Was  
7 it discussed?

8 A. It probably was discussed. I said, "I am  
9 in no position to give you a continuance." That's --  
10 probably how I started out, "You are not involved in the  
11 case. I don't think you are entitled to be in the case  
12 and for me to agree to give you a continuance is like a  
13 tacit admission that you have a right to be in the case  
14 and you are in the case." And he was not very happy  
15 about that.

16 Q. Did you give him any other reasons for not  
17 agreeing to a continuance?

18 A. I don't recall that I did.

19 Q. Did you tell him that you were voicing the  
20 position of the client?

21 A. Probably.

22 Q. Did you suggest to him that you yourself  
23 might take a different tact?

24 A. Yes. I might -- I might have said to him  
25 that I would try to get you a continuance or I would

1 give you a continuance provided it wasn't used against  
2 us or something like that but co-counsel and the client  
3 just simply won't do that. Could have been something to  
4 that effect, yeah. I may have been a little more  
5 genteel than others might have been.

6 Q. At some point on the 28th or early in the  
7 first week of July in a conversation with Joe Yanny did  
8 you suggest that instead of continuing the summary  
9 judgment motion that you might entertain the idea of  
10 leaving the summary judgment motion as is but agree to  
11 delay resolution of the disqualification issue until  
12 after the summary judgment motion was resolved?

13 A. I am not sure about that. That may have  
14 been something he suggested. I can't speak to that  
15 precisely.

16 Q. You just don't recall one way or the  
17 other?

18 A. I don't recall. It seems to me that -- if  
19 that took place, that was a suggestion that Joe made.  
20 Now that's just a vague recollection that I have on  
21 that.

22 Q. Do you have means available to refresh  
23 your memory as to discussions on that subject?

24 A. I doubt that. My time records would not  
25 say what I discussed. It would say what I did or with



1       whom I talked with. I have a recollection of that kind  
2       of a discussion.

3               Q.       Would you have notes of such a  
4       conversation?

5               MR. COOLEY: What's the date of it now? What date  
6       are we talking about?

7               MR. PARKER: We haven't fixed a date because I am  
8       not sure when this might have been discussed. I said  
9       June 28 or first week of July.

10              THE WITNESS: There is a possibility I might have  
11       a note to that effect.

12       BY MR. PARKER:

13              Q.       Let me see if I understand what you are  
14       telling me. You have a vague memory that such a concept  
15       might have been discussed with Yanny, but if it came up,  
16       it wasn't your idea, it was his.

17              A.       I said that's a possibility.

18              Q.       Well, is it a possibility that you raised  
19       such an issue?

20              A.       I don't think so. I don't think that I  
21       would come forward and initiate that concept. It is not  
22       a concept I see a lot of logic too, frankly.

23              Q.       Why do you say that?

24              A.       Well, because it doesn't make any sense to  
25       me. I am sitting there talking to a guy whom I don't

1 believe should be in the case, whom I don't think is in  
2 the case at this time until he advises me he filed a  
3 substitution, and that I know I am probably duty bound  
4 to try to disqualify. So I don't know why I would come  
5 along in the representation of a client and say, well,  
6 let's do this first and we will put this off till later  
7 on.

8 Q. You testified that you told Yanny, "You  
9 are not in the case yet." Was it your understanding  
10 when you spoke to him on Monday, July 1, that the  
11 Aznarans were in pro per?

12 A. I don't have an understanding or didn't  
13 have an understanding at that time.

14 Q. I thought you learned no later than the  
15 meeting of the 20th that Ford Greene had been fired and  
16 the Aznarans were in pro per?

17 A. I didn't say -- I don't believe I said  
18 they were in pro per. I think I said that he had been  
19 fired. Barry Van Sickle said they had been fired.

20 Q. At what point did you learn that they went  
21 in pro per?

22 A. I am not sure about that when I learned  
23 that they were in pro per.

24 Q. You did learn it at some point?

25 A. Yes, of course I did.



1 Q. And it was before July, wasn't it?

2 A. Why would you say that?

3 Q. Because the substitution was mailed on the  
4 14th.

5 A. You are not listening to me. You didn't  
6 listen to what I said.

7 Q. All right.

8 A. I didn't receive those substitutions.

9 Q. But Bill Drescher did?

10 A. I can't help what Bill Drescher did,  
11 David.

12 Q. Are you telling me that Bill Drescher  
13 didn't tell you between the 20th of June and the first  
14 of July that the Aznarans were in pro per?

15 A. I am not telling you that. I am not  
16 telling you that it is correct or not correct.

17 Q. You just don't recall one way or the  
18 other?

19 A. That's not the question you are talking  
20 about. You are talking about a question -- earlier the  
21 way you started out on this tag was about whether I did  
22 something with the understanding that they were in pro  
23 per. It had nothing to do with whether they were in pro  
24 per or not. Joe Yanny was saying he is coming into the  
25 case. That's what we are talking about, is the 28th and

1 July the 1st. Isn't that right? That was the genesis  
2 and the background of the question.

3 Q. Let's not worry about the background,  
4 let's not worry about the reason.

5 A. It's your question and it's your time  
6 frame and that's the way it came out.

7 Q. Calm down.

8 MR. COOLEY: Please don't give instructions to the  
9 witness. He has been around quite a few years and can  
10 handle himself quite adequately.

11 THE WITNESS: But I appreciate the comment and I  
12 will calm down.

13 BY MR. PARKER:

14 Q. All right. We are not going to get  
15 anywhere if you are telling me I am not listening and so  
16 on and so forth. So we will just start over.

17 My question is: What is your best memory  
18 as to the earliest point that you knew that the Aznarans  
19 had filed a substitution by which Greene was out and  
20 they were in pro per?

21 A. And I can't tell you the date upon which  
22 that happened.

23 Q. Can you tell me in reference to an event,  
24 I knew by this time because of this event?

25 A. No, I can't. I just can't do that.



1           Q.       Sometime before Yanny filed a substitution  
2       did you become aware that for a period the Aznarans were  
3       in pro per?

4           A.       I don't believe that I did.

5           Q.       When Yanny called you up on July 1 and  
6       said his substitution had been approved and you told  
7       him, "You are not in the case yet," who did you think  
8       was representing Aznarans?

9           A.       I don't know.

10          Q.       Was it not clear to you at that time?

11          A.       That's not the question of whether it was  
12       clear to me at that time. That's not the issue.

13          Q.       We are not here to talk about the issue?

14          A.       That's not the question you are asking  
15       then.

16          Q.       I am asking you whether or not you were  
17       certain or uncertain as to who represented them on  
18       July 1.

19          A.       I was uncertain as to who represented them  
20       at that time. That's exactly right. The question is,  
21       didn't I know that they were in pro per. My answer is  
22       no. I am telling you right now. Didn't -- it wasn't  
23       the issue that Yanny and I were discussing. And I don't  
24       know when that substitution was filed. I never received  
25       a copy of it. And -- I never received a copy of Joe

1 Yanny's substitution to my knowledge.

2 Q. Is it true that when you told Joe Yanny no  
3 continuance on the summary judgment motion you thought  
4 that if nothing else happened, the Aznarans would be on  
5 their own in trying to respond to the summary judgment  
6 motion?

7 A. Absolutely not.

8 Q. Who did you think was going to help them,  
9 Mr. Quinn?

10 A. I have no idea who was going to help  
11 them. I really don't. I thought that they had access  
12 to lawyers probably. I don't know the Aznarans. I have  
13 never met the Aznarans. I don't know who was going to  
14 help them with the motions. If you ask me to speculate  
15 if they were in pro per, I would have thought the court  
16 would have given them some sort of relief if they were  
17 in pro per. But -- go ahead.

18 Q. What possible prejudice could have fallen  
19 to your client if the summary judgment motion was  
20 continued as Yanny had requested?

21 MR. COOLEY: I object. And I instruct the witness  
22 not to answer.

23 THE WITNESS: It's silly.

24 MR. COOLEY: These are conclusions of counsel.  
25 There were plenty of prejudice that we could have



1 concluded in our minds and in fact did but we are not  
2 going into that with you.

3 MR. PARKER: I am entitled to know of any  
4 knowledge you have of circumstances existing at that  
5 time that would have caused prejudice to your client if  
6 Yanny's request had been honored.

7 MR. COOLEY: I respectfully suggest that you are  
8 not entitled to know the thought processes of counsel in  
9 reaching a conclusion that his client will or will not  
10 be prejudiced. And I object to it on that basis and  
11 instruct the witness not to answer subject to the  
12 judge's ruling on it.

13 MR. PARKER: Your Honor?

14 JUDGE JOHNSON: Why wouldn't it be a part of  
15 the -- why wouldn't such a decision be a part of the  
16 work product concept?

17 MR. PARKER: Your Honor, every lawyer in this room  
18 has filed a declaration either saying that something  
19 would or would not cause prejudice, whether it be the  
20 continuance of a trial, a hearing. It happens all the  
21 time that lawyers file declarations of the court in  
22 which they say someone would or would not be  
23 prejudiced. It is not a work product issue. It is a  
24 question of whether he knew of circumstances, not in his  
25 mind but just -- I am not asking for an opinion. I am

1 asking for what circumstances existed. Like if it is  
2 not heard on that date it will never be heard. Those  
3 are circumstances that he may have knowledge of and it's  
4 those circumstances I am trying to identify by this  
5 question.

6 MR. COOLEY: Your Honor, we have already had  
7 evidence in the record that there was an October 15th  
8 trial date. Your Honor is familiar with the final  
9 pretrial conference rules, the necessity of filing a  
10 final status conference report or a final pretrial  
11 conference report, and the necessity of having all  
12 issues that can be resolved by summary judgment resolved  
13 before those things occur. Those things are all legal  
14 considerations that one has to be confronted with when  
15 one is looking at a trial date.

16 And to ask Mr. Quinn to go into all of the  
17 considerations that entered into the thinking of counsel  
18 and co-counsel on that case as to what affected it I  
19 respectfully submit is improper. Many of the  
20 considerations are apparent on the face of the matter.

21 JUDGE JOHNSON: All right. Let's approach it from  
22 a different standpoint. Other than the problems  
23 inherent in the scheduling having to do with an  
24 impending trial date, were there other facts that, yes  
25 or no, that influenced your thinking on whether to grant



1 the request for a continuance?

2 THE WITNESS: Yes.

3 JUDGE JOHNSON: And from what source did you  
4 obtain those facts?

5 THE WITNESS: Some from my own background and  
6 experience and some from my client.

7 JUDGE JOHNSON: Did these have to do with what  
8 tactics you chose to pursue in litigating this matter?

9 THE WITNESS: No.

10 JUDGE JOHNSON: And what conclusion did you draw  
11 after considering these facts and the general  
12 circumstances of the case?

13 THE WITNESS: That I would not agree to give a  
14 continuance in this matter to a lawyer who, number one,  
15 I very clearly and strongly felt had no right to be in  
16 the case. Number two, who at this time and to my  
17 knowledge was not in the case and had not been approved  
18 to come in the case. And further, in relying on  
19 conversations with the client.

20 JUDGE JOHNSON: Any other question you wanted to  
21 ask in this regard?

22 MR. PARKER: I want to know how they would have  
23 been prejudiced other than what he has already said, if  
24 the thing had been continued. And maybe there isn't  
25 anything else, but -- the issue of prejudice will be

1     tried in this case, whether my client made a reasonable  
2     request will be an issue put to a jury. Whether  
3     Mr. Quinn's clients' rejection of a brief continuance  
4     for that purpose will be tested before a jury, and they  
5     will decide whether that means they failed to mitigate,  
6     whether they acted -- if they were not doing equity or  
7     all of the other issues raised by affirmative defenses.  
8     And so this is going to be litigated.

9             MR. COOLEY: I respectfully submit that it is not  
10     going to be litigated.

11            JUDGE JOHNSON: One at a time.

12            MR. PARKER: Mr. Quinn, you can just -- I can just  
13     hear the direct examination as we speak. Mr. Quinn is  
14     going to be asked to roll out the red carpet, the litany  
15     of all of the reasons why they couldn't possibly agree  
16     to a continuance. And I don't want to be sandbagged at  
17     trial. I want to know the reasons right now.

18            JUDGE JOHNSON: Gentlemen, I can understand there  
19     can be differences of opinion as to how the trial is  
20     going to proceed, but what is your individual or  
21     collective thoughts about what reasonably is going to  
22     happen at a trial if this matter is litigated and you  
23     have failed to make discovery on what the reasoning you  
24     believe that you will be able to lay out facts or  
25     factors that you didn't choose to reveal in discovery at



1     this time?

2             MR. COOLEY: Depends on who made the decisions.  
3     Depends on how the decision was made. It depends on a  
4     lot of things.

5             JUDGE JOHNSON: Well --

6             MR. COOLEY: Nothing can stop a client from giving  
7     his views.

8             JUDGE JOHNSON: I am not really talking about a  
9     client. I am talking about assuming Mr. Quinn is going  
10    to be a witness, which I don't know that he will be.

11            MR. COOLEY: I can't imagine that he is going to  
12    be a witness unless he is called by the defendant.

13            MR. PARKER: It's guaranteed he will be called by  
14    the defendant.

15            JUDGE JOHNSON: Okay.

16            MR. COOLEY: Well, he might be a witness on  
17    damages but -- now I understand he is guaranteed he is  
18    going to be called as a witness by the defendant. What  
19    we have here is a question for this witness to give an  
20    opinion on the issue of prejudice. There are a million  
21    facts that bear upon that issue, and I reiterated some  
22    of them. Questions of delay, prior delay and the like.  
23    Questions of deadlines. There are a number of facts,  
24    but he is being called upon to give an opinion as to  
25    what the ultimate prejudice is. He is not being called

1     upon to give all the facts that existed at that time if  
2     indeed he was familiar with them because you have got to  
3     remember that this case was first -- the Aznaran case  
4     was first filed in April, on April 1st, 1988 and  
5     Mr. Quinn wasn't involved in representing any party at  
6     that time.

7                     I don't remember when he came in. But  
8     there was a lot of water that had gone under the bridge  
9     before he ever came on the scene. And a lot of delays  
10    occasioned by changes of counsel. Yet Mr. Van Sickle  
11    was disqualified, continued to help the Aznarans long  
12    after that with his responsibility and initials on  
13    papers. You had a long delay before Ford Greene came in  
14    that held up document discovery, a lot of stalling on  
15    the part of the Aznarans. I mean, you have a whole  
16    history here that is factually intense.

17                    And so to ask this man what possible  
18    prejudice could there have been is I think an improper  
19    legal conclusion to ask him for based upon a case that  
20    had a history that predated his entry into the case.

21                    JUDGE JOHNSON: All right. Would it be fair in  
22    your evaluation to ask Mr. Quinn whether his decision  
23    was as a result of instructions from his client?

24                    MR. COOLEY: Or a combination of his client and  
25    co-counsel.



1 JUDGE JOHNSON: All right.

2 MR. COOLEY: I would let him answer that  
3 question.

4 JUDGE JOHNSON: Is that a question that would be  
5 of any help to you, Mr. Parker?

6 MR. PARKER: I think -- I will not stipulate that  
7 the answer is not a waiver of the privilege. It may or  
8 may not be a waiver but I won't stipulate that it won't  
9 be. That's a shield. That's the lawyer's shield. My  
10 client made me do it but you can't ask me what he said  
11 or what the reasons were.

12 JUDGE JOHNSON: We are going one step at a time.

13 MR. COOLEY: Excuse me, Your Honor, there is no  
14 suggestion that the client made this lawyer do anything,  
15 nobody ever made Mr. Quinn do anything. And I don't  
16 think that's a fair characterization. But where a  
17 decision is synthesized out through a combination of  
18 communications with the client and co-counsel, to ask  
19 the man -- to ask one of those participants what  
20 possible prejudice could your client have sustained I  
21 think is improper in every respect.

22 Three minutes till the end of the tape,  
23 Your Honor.

24 JUDGE JOHNSON: Okay. Thank you. We will pause  
25 just a minute without recessing and change the paper.

1 (Discussion off the record.)

2 VIDEO OPERATOR: We are back on the record now.

3 The time is approximately 3:52. This is the end of Tape  
4 No. 2. The time is approximately 3:52 and we are going  
5 off the record.

6 (Recess taken.)

7 VIDEO OPERATOR: This is the beginning of Tape  
8 No. 3. The time is approximately 3:54 and we are on the  
9 record.

10 JUDGE JOHNSON: Now, this situation in a way is  
11 analogous to contention interrogatories to say, you  
12 know, you are asking for, you know, what facts support  
13 this contention. And what facts you know other than  
14 theories anybody can -- and maybe the thoughts that have  
15 been enunciated by Mr. Cooley are influential in the  
16 decision that was reached, but I think it is reasonable  
17 for you to answer what factual disadvantage or detriment  
18 you were aware of that would result and could result  
19 from the refusal to grant the continuance. And I am not  
20 making any, drawing any conclusions whether it was  
21 appropriate or not appropriate to refuse to grant the  
22 continuance under all the circumstances involving  
23 Mr. Yanny which have been referred to, but if there are  
24 facts other than instructions from your client that you  
25 are aware of, then I think you should state them.



1           THE WITNESS: Judge, let me first respond to that,  
2 if I may.

3           JUDGE JOHNSON: Okay.

4           THE WITNESS: And be a lawyer for a minute.

5           JUDGE JOHNSON: I think it's rather hard not to be  
6 a lawyer.

7           THE WITNESS: Yes, it is when you are sitting  
8 here. I, frankly, don't see where the prejudice of the  
9 client has anything to do with the matter. Number one,  
10 if I'm a hardball litigator, which I happen not to be,  
11 and I decide not to give a continuance of a matter,  
12 whether it's on the instruction of my client or because  
13 I am asked to do it by someone whom I believe strongly  
14 has no right to be in the case and is not even in  
15 the case, it's as if I am granting a continuance of  
16 some kind to a total stranger who calls up off the  
17 street.

18                       Secondly, that person cannot be prejudiced  
19 because it is a very simple matter and we all do it all  
20 the time. We file ex parte applications for certain  
21 relief which I believe Mr. Yanny did within one or two  
22 days after this and got in to get the relief that he  
23 thinks he was entitled to. In response to that and  
24 probably put in motion by that the court looked at the  
25 documents, looked at the fact that it had signed a

1 substitution, a document allowing him to substitute in,  
2 realized what it had done, and kicked him out of the  
3 case.

4 Now, to go one step further, as far as  
5 prejudice to Mr. -- to the Aznarans in the case, we are  
6 not here litigating the Aznaran case. We are here  
7 litigating the Yanny case. But as far as how that  
8 harmed the Aznarans, to this day they are still in the  
9 case. They have counsel. And they have not suffered  
10 any prejudice themselves by not having their motion  
11 heard, ruled upon or filed papers in response to it. It  
12 just seems to me to be two different things and two  
13 separate things. There are many times, I deal with  
14 lawyers all the time, won't give you a continuance,  
15 won't tell you why. I mean, you go down and you get the  
16 continuance.

17 JUDGE JOHNSON: All right.

18 THE WITNESS: Now, I don't know what more to say  
19 about this situation. You want me to -- if the question  
20 is what prejudice do I see, I find that kind of an  
21 immaterial kind of a thing.

22 JUDGE JOHNSON: All right. If that's the answer  
23 you want to rest on, that's the answer.

24 THE WITNESS: That's what I will rest on.

25 JUDGE JOHNSON: All right.



1 THE WITNESS: Coupled in addition to everything  
2 else that I have said as far as conversations with the  
3 client, co-counsel, which is not just one, but  
4 co-counsel.

5 JUDGE JOHNSON: I know. All that's already in the  
6 record.

7 THE WITNESS: Okay.

8 BY MR. PARKER:

9 Q. Don't answer too quickly, what  
10 conversations did you have with the clients?

11 MR. COOLEY: Well, he is not going to answer that  
12 at all.

13 MR. PARKER: I take that to be an abbreviated  
14 assertion on privilege?

15 MR. COOLEY: Yes, you are correct.

16 BY MR. PARKER:

17 Q. Based on that instruction not to answer  
18 that I think I heard, I will ask you about the  
19 conversations you had with your co-counsel.

20 MR. COOLEY: No. No. I object and instruct him  
21 not to give those either.

22 BY MR. PARKER:

23 Q. Who made the decision not to grant a  
24 continuance?

25 MR. COOLEY: I object and instruct him not to

1 answer that question.

2 MR. PARKER: Mr. Cooley just a few minutes ago  
3 said, well, if he was asked who made the decision and  
4 how it was made, that might be different.

5 MR. COOLEY: No, I never said any such thing.

6 MR. PARKER: I wrote the words down when you said  
7 I am happy to have the record reread. I think I am  
8 entitled you remember that Mr. Cooley suggested maybe a  
9 client will take the stand. I don't want to be  
10 sandbagged I want to know who is going to take the stand  
11 and testify on this point. Who made the decision is a  
12 proper question.

13 JUDGE JOHNSON: Well, I think this is something  
14 that's going to be hashed out at the time of trial if  
15 this is going to be an area that is going to be explored  
16 in the course of the trial. And I think it will be up  
17 to the court to show the court good cause why discovery  
18 wasn't made, if, in fact, somebody is going to stand up  
19 and lay out an exposition of facts which would  
20 constitute --

21 MR. COOLEY: Except this isn't calling for that.  
22 It's calling for who made the decision. It is not  
23 calling for the fact that underlie it. It's not calling  
24 for the facts that bear upon the decision. It's calling  
25 for who made it. It's prying into the internal



1 operations of the attorney -- the group of attorneys and  
2 the clients who worked together on this case.

3 JUDGE JOHNSON: Fine. Somebody at some stage is  
4 going to have to testify if, in fact, this ever  
5 comes up and if, in fact, somebody is saying this  
6 prejudice consisted of this expenditure of X, Y, or Z  
7 dollars. You don't want Mr. Quinn to testify on this  
8 and I think you are probably within reason -- within  
9 your rights, but then you don't want him to say who can  
10 testify on this subject. So I think that may present a  
11 problem for you down the line. That's my thought at the  
12 moment.

13 MR. PARKER: I think, Your Honor, should direct  
14 him to answer the question. I am not asking for  
15 substance. I want to know who gave the order as they  
16 say.

17 (Witness and counsel confer.)

18 MR. COOLEY: I am going to let him answer the  
19 question. But I am not going to let him go into any  
20 conversations with respect to it.

21 JUDGE JOHNSON: I guess we are going to have a  
22 name, Mr. Quinn.

23 THE WITNESS: What's the question, David?

24 BY MR. PARKER:

25 Q. Who made the decision that there would not

1 be a continuance or an agreement to continue?

2 A. It was a group decision after consultation  
3 with a variety of people including clients, co-counsel,  
4 my partners, me.

5 Q. Names, Mr. Quinn.

6 A. Names?

7 Q. Name the names. If this was a collective  
8 decision.

9 A. Bill Drescher.

10 Q. Before -- sorry to interrupt. I am not  
11 asking for who was consulted. I am not asking for whose  
12 opinion. I want to know who made the decision. If it  
13 was a collective decision, then tell me the names.

14 A. Well, --

15 MR. COOLEY: Go ahead.

16 THE WITNESS: Bill Drescher. I forget who else  
17 was around at the time as far as lawyers, but there were  
18 other lawyers who were consulted who appeared in the  
19 lawsuit. I had conversations with representatives of  
20 the clients. Must I give the names of the  
21 representatives of the clients, is that what you  
22 want?

23 Q. Yes.

24 A. Mr. Farny. I believe Mr. Rathbun.

25 Perhaps Mr. McShane. The consultation with Mr. Drescher



1 included other lawyers from the church involved. I  
2 would have to go -- I am not sure I can give you the  
3 exact name but maybe Rick Moxon and maybe Eric  
4 Dobberteen, perhaps Eric Dobberteen from my office with  
5 whom I consulted about these kinds of matters.

6 MR. COOLEY: And I was part of that.

7 JUDGE JOHNSON: All right. I will just note for  
8 the record it's four o'clock, if we have agreed to quit  
9 at four o'clock.

10 MR. PARKER: Mr. Cooley asked and I have agreed.

11 JUDGE JOHNSON: Okay.

12 MR. COOLEY: I appreciate it very much. And I  
13 enjoyed being here, Your Honor, but I do not expect to  
14 return.

15 MR. PARKER: That's a reverse Douglassian  
16 statement.

17 JUDGE JOHNSON: We will hope that such  
18 circumstances change, Mr. Cooley. All right. We will  
19 go off the record. This deposition to be resumed, if  
20 necessary --

21 MR. PARKER: No, I am not finished regardless --

22 JUDGE JOHNSON: I know.

23 MR. PARKER: So it's --

24 JUDGE JOHNSON: It is to be resumed at a date to  
25 be selected.

1 MR. PARKER: Yes.

2 VIDEO OPERATOR: This concludes Tape 3 of 3 and  
3 the deposition. The time is approximately 4:04 and we  
4 are off the record.

5 (The taking of the deposition  
6 of JOHN J. QUINN, ESQ. was adjourned to be  
7 continued sine die.)

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## NOON &amp; PRATT

1 STATE OF CALIFORNIA ) ss:  
2 COUNTY OF LOS ANGELES )  
3

4 I, PAULETTE M. GRIFFIN, C.S.R. No. 2499, do hereby  
5 certify:

6 That the foregoing deposition of JOHN J. QUINN, ESQ.  
7 was taken before me at the time and place therein set  
8 forth, at which time the witness was put on oath by me;

9 That the testimony of the witness and all objections  
10 made at the time of the examination were recorded  
11 stenographically by me, were thereafter transcribed  
12 under my direction and supervision and that the  
13 foregoing is a true record of same.

14 I further certify that I am neither counsel for nor  
15 related to any party to said action, nor in anywise  
16 interested in the outcome thereof.

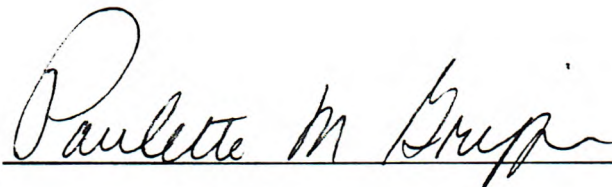
17 IN WITNESS WHEREOF, I have subscribed my name  
18 this 26th day of March, 1992.  
19  
20  
21

22

23

24

25



PAULETTE M. GRIFFIN, C.S.R. No. 2499

## ATTORNEY'S NOTES

PAGE NO. | LINE NO.





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6 Attorneys for Nonparty Deponents  
7 JOHN J. QUINN and QUINN, KULLY & MORROW

8 SUPERIOR COURT IN THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10 RELIGIOUS TECHNOLOGY CENTER ) Case No. BC 033035  
11 A California Non-Profit Religious )  
12 Corporation; CHURCH OF SCIENTOLOGY ) NOTICE OF OBJECTION TO  
13 INTERNATIONAL, a California ) DEFENDANTS' NOTICE OF  
14 Non-Profit Religious Corporation; ) DEPOSITION AND DEPOSITION  
15 CHURCH OF SCIENTOLOGY OF ) SUBPOENA TO THE CUSTODIAN  
16 CALIFORNIA, a California Non-Profit ) OF RECORDS OF QUINN, KULLY  
17 Religious Corporation, ) & MORROW AND JOHN J. QUINN

18 Plaintiffs, )

19 v. )

20 JOSEPH A. YANNY, an individual, and )  
21 JOSEPH A. YANNY, a Professional Law )  
22 Corporation, )

23 Defendants. )

DEPOSITION EXHIBIT

*Dep't 1*  
*3-19-92*  
NOON & PRATT

24 TO DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

25 John J. Quinn and Quinn, Kully & Morrow object to the  
26 deposition subpoenas issued by defendants for the production of  
27 documents on the following grounds:

28 (1) The document request violates C.C.P. § 2017. The  
definition of "document" is overbroad so as to include documents  
that are privileged and not relevant to the subject matter of  
this action or reasonably calculated to lead to the discovery of  
admissible evidence.

(2) The document request violates C.C.P. § 2018. The  
documents sought reflect the attorneys' impressions, conclusions,



1 disclosed in confidence for the accomplishment of the purpose for  
2 which the lawyer was consulted.

3 As to the individual categories of documents to be produced,  
4 John J. Quinn and Quinn, Kully & Morrow object specifically,  
5 without limitation to the general objections noted above, as  
6 follows:

7 1. Objection. The request is overbroad, burdensome and  
8 oppressive. Further, the request is vague and ambiguous as to  
9 the use of "identifying each and every individual".

10 2. Objection. The request is overbroad, burdensome and  
11 oppressive. Further, the request is vague and ambiguous as to  
12 the use of "each and every individual."

13 3. Objection. The request is overbroad, burdensome and  
14 oppressive. Without waiving the objection, the deponent will  
15 produce, however, redacted timesheets and billing records  
16 relating to or reflecting the amount of time expended by John J.  
17 Quinn in performing relevant services.

18 4. Objection. The request is overbroad, burdensome and  
19 oppressive. Without waiving the objection, the deponent will  
20 produce, however, redacted timesheets and billing records  
21 relating to or reflecting the amount of time expended by John J.  
22 Quinn in performing relevant services.

23 5. Objection. The request is invasive of the privacy  
24 rights of the deponent. Further, the request violates the work-  
25 product privileges set forth in C.C.P. § 2018, and the attorney-  
26 client privilege under Evidence Code § 952.

27 6. Objection. The request violates the work-product  
28



1 privilege set forth in C.C.P. § 2018, and the attorney-client  
2 privilege under Evidence Code § 952. Further, the request  
3 violates C.C.P. § 2019 because the requested documents are  
4 obtainable from some other source that is more convenient, less  
5 burdensome, and less expensive. Notwithstanding these  
6 objections, deponent attaches a log of privileged documents which  
7 it believes are responsive to this request.

8       7. Objection. The request is overbroad, burdensome and  
9 oppressive. Further, the request is vague and ambiguous.  
10 Without waiving the objection, the deponent will produce,  
11 however, redacted timesheets and billing records relating to or  
12 reflecting the amount of time expended in performing relevant  
13 services.

14       8. Objection. The request violates the work-product  
15 privilege set forth in C.C.P. § 2018, and the attorney-client  
16 privilege under Evidence Code § 952. Further, the request  
17 violates C.C.P. § 2019 because the requested documents are  
18 obtainable from some other source that is more convenient, less  
19 burdensome, and less expensive. The only documents possessed by  
20 deponent which are responsive to this request are copies of  
21 documents publicly filed in the Aznaran and Yanny cases or of  
22 attorney correspondence, which are equally available to Yanny.

23       9. Objection. The request is overbroad, burdensome and  
24 oppressive. Further, the request is vague and ambiguous.  
25 Without waiving the objection, the deponent will produce,  
26 however, redacted timesheets and billing records relating to or  
27 reflecting the amount of time expended in performing relevant  
28



1 services.

2 10. Objection. The request violates the work-product  
3 privilege set forth in C.C.P. § 2018, and the attorney-client  
4 privilege under Evidence Code § 952. Further, the request  
5 violates C.C.P. § 2019 because the requested documents are  
6 obtainable from some other source that is more convenient, less  
7 burdensome, and less expensive. The only documents possessed by  
8 deponent which are responsive to this request are copies of  
9 documents publicly filed in the Aznaran and Yanny cases or of  
10 attorney correspondence, which are equally available to Yanny.

11 11. Objection. The request is overbroad, burdensome and  
12 oppressive. Further, the request is vague and ambiguous.  
13 Without waiving the objection, the deponent will produce,  
14 however, redacted timesheets and billing records relating to or  
15 reflecting the amount of time expended in performing relevant  
16 services.

17 12. Objection. The request violates the work-product  
18 privilege set forth in C.C.P. § 2018, and the attorney-client  
19 privilege under Evidence Code § 952. Further, the request  
20 violates C.C.P. § 2019 because the requested documents are  
21 obtainable from some other source that is more convenient, less  
22 burdensome, and less expensive.

23 13. Objection. The request is overbroad, burdensome and  
24 oppressive. Further, the request is vague and ambiguous.  
25 Without waiving the objection, the deponent will produce,  
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1 services.

2 14. Objection. The request violates the work-product  
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4 privilege under Evidence Code § 952. Further, the request  
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7 burdensome, and less expensive. Notwithstanding these  
8 objections, deponent attaches a log of privileged documents which  
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10 15. Objection. The request is overbroad, burdensome and  
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13 however, redacted timesheets and billing records relating to or  
14 reflecting the amount of time expended in performing relevant  
15 services.

16 16. Objection. The request violates the work-product  
17 privilege set forth in C.C.P. § 2018, and the attorney-client  
18 privilege under Evidence Code § 952. Further, the request  
19 violates C.C.P. § 2019 because the requested documents are  
20 obtainable from some other source that is more convenient, less  
21 burdensome, and less expensive. Notwithstanding these  
22 objections, deponent attaches a log of privileged documents which  
23 it believes are responsive to this request.

24 17. Objection. The request is overbroad, burdensome and  
25 oppressive. Further, the request is vague and ambiguous.  
26 Without waiving the objection, the deponent will produce,  
27 however, redacted timesheets and billing records relating to or  
28



1 reflecting the amount of time expended in performing relevant  
2 services.

3 18. Objection. The request violates the work-product  
4 privilege set forth in C.C.P. § 2018, and the attorney-client  
5 privilege under Evidence Code § 952. Further, the request  
6 violates C.C.P. § 2019 because the requested documents are  
7 obtainable from some other source that is more convenient, less  
8 burdensome, and less expensive. The only documents possessed by  
9 deponent which are responsive to this request are copies of  
10 documents publicly filed in the Aznaran and Yanny cases or of  
11 attorney correspondence, which are equally available to Yanny.

12 19. Objection. The request is overbroad, burdensome and  
13 oppressive. Further, the request is vague and ambiguous.  
14 Without waiving the objection, the deponent will produce,  
15 however, redacted timesheets and billing records relating to or  
16 reflecting the amount of time expended in performing relevant  
17 services.

18 20. Objection. The request violates the work-product  
19 privilege set forth in C.C.P. § 2018, and the attorney-client  
20 privilege under Evidence Code § 952. Further, the request  
21 violates C.C.P. § 2019 because the requested documents are  
22 obtainable from some other source that is more convenient, less  
23 burdensome, and less expensive. The only documents possessed by  
24 deponent which are responsive to this request are copies of  
25 documents publicly filed in the Aznaran and Yanny cases or of  
26 attorney correspondence, which are equally available to Yanny.

27 21. Objection. The request is overbroad, burdensome and  
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2 Without waiving the objection, the deponent will produce,  
3 however, redacted timesheets and billing records relating to or  
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6 22. Objection. The request violates the work-product  
7 privilege set forth in C.C.P. § 2018, and the attorney-client  
8 privilege under Evidence Code § 952. Further, the request  
9 violates C.C.P. § 2019 because the requested documents are  
10 obtainable from some other source that is more convenient, less  
11 burdensome, and less expensive. The only documents possessed by  
12 deponent which are responsive to this request are copies of  
13 documents publicly filed in the Aznaran and Yanny cases or of  
14 attorney correspondence, which are equally available to Yanny.

15 23. Objection. The request is overbroad, burdensome and  
16 oppressive. Further, the request is vague and ambiguous.  
17 Without waiving the objection, the deponent will produce,  
18 however, redacted timesheets and billing records relating to or  
19 reflecting the amount of time expended in performing relevant  
20 services.

21 24. Objection. The request violates the work-product  
22 privilege set forth in C.C.P. § 2018, and the attorney-client  
23 privilege under Evidence Code § 952. Further, the request  
24 violates C.C.P. § 2019 because the requested documents are  
25 obtainable from some other source that is more convenient, less  
26 burdensome, and less expensive. The only documents possessed by  
27 deponent which are responsive to this request are copies of



1 documents publicly filed in the Aznaran and Yanny cases or of  
2 attorney correspondence, which are equally available to Yanny.

3 25. Objection. The request is overbroad, burdensome and  
4 oppressive. Further, the request is vague and ambiguous.  
5 Without waiving the objection, the deponent will produce,  
6 however, redacted timesheets and billing records relating to or  
7 reflecting the amount of time expended in performing relevant  
8 services.

9 26. Objection. The request violates the work-product  
10 privilege set forth in C.C.P. § 2018, and the attorney-client  
11 privilege under Evidence Code § 952. Further, the request  
12 violates C.C.P. § 2019 because the requested documents are  
13 obtainable from some other source that is more convenient, less  
14 burdensome, and less expensive. The only documents possessed by  
15 deponent which are responsive to this request are copies of  
16 documents publicly filed in the Aznaran and Yanny cases or of  
17 attorney correspondence, which are equally available to Yanny.

18 27. Objection. The request is overbroad, burdensome and  
19 oppressive. Further, the request is vague and ambiguous.  
20 Without waiving the objection, the deponent will produce,  
21 however, redacted timesheets and billing records relating to or  
22 reflecting the amount of time expended in performing relevant  
23 services.

24 28. Objection. The request violates the work-product  
25 privilege set forth in C.C.P. § 2018, and the attorney-client  
26 privilege under Evidence Code § 952. Further, the request  
27 violates C.C.P. § 2019 because the requested documents are



1 obtainable from some other source that is more convenient, less  
2 burdensome, and less expensive. The only documents possessed by  
3 deponent which are responsive to this request are copies of  
4 documents publicly filed in the Aznaran and Yanny cases or of  
5 attorney correspondence, which are equally available to Yanny.

6 29. Objection. The request is overbroad, burdensome and  
7 oppressive. Further, the request is vague and ambiguous.  
8 Without waiving the objection, the deponent will produce,  
9 however, redacted timesheets and billing records relating to or  
10 reflecting the amount of time expended in performing relevant  
11 services.

12 30. Objection. The request violates the work-product  
13 privilege set forth in C.C.P. § 2018, and the attorney-client  
14 privilege under Evidence Code § 952. Further, the request  
15 violates C.C.P. § 2019 because the requested documents are  
16 obtainable from some other source that is more convenient, less  
17 burdensome, and less expensive. Notwithstanding these  
18 objections, deponent attaches a log of privileged documents which  
19 it believes are responsive to this request.

20 31. Objection. The request is overbroad, burdensome and  
21 oppressive. Further, the request is vague and ambiguous.  
22 Without waiving the objection, the deponent will produce,  
23 however, redacted timesheets and billing records relating to or  
24 reflecting the amount of time expended in performing relevant  
25 services.

26 32. Objection. The request violates the work-product  
27 privilege set forth in C.C.P. § 2018, and the attorney-client  
28



1 privilege under Evidence Code § 952. Further, the request  
2 violates C.C.P. § 2019 because the requested documents are  
3 obtainable from some other source that is more convenient, less  
4 burdensome, and less expensive. Notwithstanding these  
5 objections, deponent attaches a log of privileged documents which  
6 it believes are responsive to this request.

7 33. Objection. The request is overbroad, burdensome and  
8 oppressive. Further, the request is vague and ambiguous.  
9 Without waiving the objection, the deponent will produce,  
10 however, redacted timesheets and billing records relating to or  
11 reflecting the amount of time expended in performing relevant  
12 services.

13 34. Objection. The request violates the work-product  
14 privilege set forth in C.C.P. § 2018, and the attorney-client  
15 privilege under Evidence Code § 952. Further, the request  
16 violates C.C.P. § 2019 because the requested documents are  
17 obtainable from some other source that is more convenient, less  
18 burdensome, and less expensive. The only documents possessed by  
19 deponent which are responsive to this request are copies of  
20 documents publicly filed in the Aznaran and Yanny cases or of  
21 attorney correspondence, which are equally available to Yanny.

22 35. Objection. The request is overbroad, burdensome and  
23 oppressive. Further, the request is vague and ambiguous.  
24 Without waiving the objection, the deponent will produce,  
25 however, redacted timesheets and billing records relating to or  
26 reflecting the amount of time expended in performing relevant  
27 services.



1        36. Objection. The request violates the work-product  
2 privilege set forth in C.C.P. § 2018, and the attorney-client  
3 privilege under Evidence Code § 952. Further, the request  
4 violates C.C.P. § 2019 because the requested documents are  
5 obtainable from some other source that is more convenient, less  
6 burdensome, and less expensive. The only documents possessed by  
7 deponent which are responsive to this request are copies of  
8 documents publicly filed in the Aznaran and Yanny cases or of  
9 attorney correspondence, which are equally available to Yanny.

10       37. Objection. The request is overbroad, burdensome and  
11 oppressive. Further, the request is vague and ambiguous.  
12 Without waiving the objection, the deponent will produce,  
13 however, redacted timesheets and billing records relating to or  
14 reflecting the amount of time expended in performing relevant  
15 services.

16       38. Objection. The request violates the work-product  
17 privilege set forth in C.C.P. § 2018, and the attorney-client  
18 privilege under Evidence Code § 952. Further, the request  
19 violates C.C.P. § 2019 because the requested documents are  
20 obtainable from some other source that is more convenient, less  
21 burdensome, and less expensive. The only documents possessed by  
22 deponent which are responsive to this request are copies of  
23 documents publicly filed in the Aznaran and Yanny cases or of  
24 attorney correspondence, which are equally available to Yanny.

25       39. Objection. The request is overbroad, burdensome and  
26 oppressive. Further, the request is vague and ambiguous.  
27 Without waiving the objection, the deponent will produce,  
28



1 however, redacted timesheets and billing records relating to or  
2 reflecting the amount of time expended in performing relevant  
3 services.

4 40. Objection. The request violates the work-product  
5 privilege set forth in C.C.P. § 2018, and the attorney-client  
6 privilege under Evidence Code § 952. Further, the request  
7 violates C.C.P. § 2019 because the requested documents are  
8 obtainable from some other source that is more convenient, less  
9 burdensome, and less expensive. Notwithstanding these  
10 objections, deponent attaches a log of privileged documents which  
11 it believes are responsive to this request.

12 41. Objection. The request is overbroad, burdensome and  
13 oppressive. Further, the request is vague and ambiguous.  
14 Without waiving the objection, the deponent will produce,  
15 however, redacted timesheets and billing records relating to or  
16 reflecting the amount of time expended in performing relevant  
17 services.

18 42. Objection. The request violates the work-product  
19 privilege set forth in C.C.P. § 2018, and the attorney-client  
20 privilege under Evidence Code § 952. Further, the request  
21 violates C.C.P. § 2019 because the requested documents are  
22 obtainable from some other source that is more convenient, less  
23 burdensome, and less expensive. The only documents possessed by  
24 deponent which are responsive to this request are copies of  
25 documents publicly filed in the Aznaran and Yanny cases or of  
26 attorney correspondence, which are equally available to Yanny.

27 43. Objection. The request is overbroad, burdensome and  
28



1 oppressive. Further, the request is vague and ambiguous.  
2 Without waiving the objection, the deponent will produce,  
3 however, redacted timesheets and billing records relating to or  
4 reflecting the amount of time expended in performing relevant  
5 services.

6 44. Objection. The request violates the work-product  
7 privilege set forth in C.C.P. § 2018, and the attorney-client  
8 privilege under Evidence Code § 952. Further, the request  
9 violates C.C.P. § 2019 because the requested documents are  
10 obtainable from some other source that is more convenient, less  
11 burdensome, and less expensive. The only documents possessed by  
12 deponent which are responsive to this request are copies of  
13 documents publicly filed in the Aznaran and Yanny cases or of  
14 attorney correspondence, which are equally available to Yanny.

15 45. Objection. The request is overbroad, burdensome and  
16 oppressive. Further, the request is vague and ambiguous.  
17 Without waiving the objection, the deponent will produce,  
18 however, redacted timesheets and billing records relating to or  
19 reflecting the amount of time expended in performing relevant  
20 services.

21 46. Objection. The request violates the work-product  
22 privilege set forth in C.C.P. § 2018, and the attorney-client  
23 privilege under Evidence Code § 952. Further, the request  
24 violates C.C.P. § 2019 because the requested documents are  
25 obtainable from some other source that is more convenient, less  
26 burdensome, and less expensive. The only documents possessed by  
27 deponent which are responsive to this request are copies of



1 documents publicly filed in the Aznaran and Yanny cases or of  
2 attorney correspondence, which are equally available to Yanny.

3 47. Objection. The request is overbroad, burdensome and  
4 oppressive. Further, the request is vague and ambiguous.  
5 Without waiving the objection, the deponent will produce,  
6 however, redacted timesheets and billing records relating to or  
7 reflecting the amount of time expended in performing relevant  
8 services.

9 48. Objection. The request violates the work-product  
10 privilege set forth in C.C.P. § 2018, and the attorney-client  
11 privilege under Evidence Code § 952. Further, the request  
12 violates C.C.P. § 2019 because the requested documents are  
13 obtainable from some other source that is more convenient, less  
14 burdensome, and less expensive. The only documents possessed by  
15 deponent which are responsive to this request are copies of  
16 documents publicly filed in the Aznaran and Yanny cases or of  
17 attorney correspondence, which are equally available to Yanny.

18 49. Objection. The request is overbroad, burdensome and  
19 oppressive. Further, the request is vague and ambiguous.  
20 Without waiving the objection, the deponent will produce,  
21 however, redacted timesheets and billing records relating to or  
22 reflecting the amount of time expended in performing relevant  
23 services.

24 50. Objection. The request violates the work-product  
25 privilege set forth in C.C.P. § 2018, and the attorney-client  
26 privilege under Evidence Code § 952. Further, the request  
27 violates C.C.P. § 2019 because the requested documents are



1 obtainable from some other source that is more convenient, less  
2 burdensome, and less expensive. The only documents possessed by  
3 deponent which are responsive to this request are copies of  
4 documents publicly filed in the Aznaran and Yanny cases or of  
5 attorney correspondence, which are equally available to Yanny.

6 51. Objection. The request is overbroad, burdensome and  
7 oppressive. Further, the request is vague and ambiguous.  
8 Without waiving the objection, the deponent will produce,  
9 however, redacted timesheets and billing records relating to or  
10 reflecting the amount of time expended in performing relevant  
11 services.

12 52. Objection. The request violates the work-product  
13 privilege set forth in C.C.P. § 2018, and the attorney-client  
14 privilege under Evidence Code § 952. Further, the request  
15 violates C.C.P. § 2019 because the requested documents are  
16 obtainable from some other source that is more convenient, less  
17 burdensome, and less expensive. The only documents possessed by  
18 deponent which are responsive to this request are copies of  
19 documents publicly filed in the Aznaran and Yanny cases or of  
20 attorney correspondence, which are equally available to Yanny.

21 53. Objection. The request is overbroad, burdensome and  
22 oppressive. Further, the request is vague and ambiguous.  
23 Without waiving the objection, the deponent will produce,  
24 however, redacted timesheets and billing records relating to or  
25 reflecting the amount of time expended in performing relevant  
26 services.

27 54. Objection. The request violates the work-product  
28



1 privilege set forth in C.C.P. § 2018, and the attorney-client  
2 privilege under Evidence Code § 952. Further, the request  
3 violates C.C.P. § 2019 because the requested documents are  
4 obtainable from some other source that is more convenient, less  
5 burdensome, and less expensive. The only documents possessed by  
6 deponent which are responsive to this request are copies of  
7 documents publicly filed in the Armstrong and Yanny cases or of  
8 attorney correspondence, which are equally available to Yanny.

9 55. Objection. The request is overbroad, burdensome and  
10 oppressive. Further, the request is vague and ambiguous.  
11 Without waiving the objection, the deponent will produce,  
12 however, redacted timesheets and billing records relating to or  
13 reflecting the amount of time expended in performing relevant  
14 services.

15 56. Objection. The request violates the work-product  
16 privilege set forth in C.C.P. § 2018, and the attorney-client  
17 privilege under Evidence Code § 952. Further, the request  
18 violates C.C.P. § 2019 because the requested documents are  
19 obtainable from some other source that is more convenient, less  
20 burdensome, and less expensive. The only documents possessed by  
21 deponent which are responsive to this request are copies of  
22 documents publicly filed in the Aznaran and Yanny cases or of  
23 attorney correspondence, which are equally available to Yanny.

24 57. Objection. The request is overbroad, burdensome and  
25 oppressive. Further, the request is vague and ambiguous.  
26 Without waiving the objection, the deponent will produce,  
27 however, redacted timesheets and billing records relating to or  
28



1 reflecting the amount of time expended in performing relevant  
2 services.

3 58. Objection. The request violates the work-product  
4 privilege set forth in C.C.P. § 2018, and the attorney-client  
5 privilege under Evidence Code § 952. Further, the request  
6 violates C.C.P. § 2019 because the requested documents are  
7 obtainable from some other source that is more convenient, less  
8 burdensome, and less expensive. The only documents possessed by  
9 deponent which are responsive to this request are copies of  
10 documents publicly filed in the Aznaran and Yanny cases or of  
11 attorney correspondence, which are equally available to Yanny.

12 59. Objection. The request is overbroad, burdensome and  
13 oppressive. Further, the request is vague and ambiguous.  
14 Without waiving the objection, the deponent will produce,  
15 however, redacted timesheets and billing records relating to or  
16 reflecting the amount of time expended in performing relevant  
17 services.

18 60. Objection. The request violates the work-product  
19 privilege set forth in C.C.P. § 2018, and the attorney-client  
20 privilege under Evidence Code § 952. Further, the request  
21 violates C.C.P. § 2019 because the requested documents are  
22 obtainable from some other source that is more convenient, less  
23 burdensome, and less expensive. The only documents possessed by  
24 deponent which are responsive to this request are copies of  
25 documents publicly filed in the Aznaran and Yanny cases or of  
26 attorney correspondence, which are equally available to Yanny.

27 61. Objection. The request is overbroad, burdensome and  
28



1 oppressive. Further, the request is vague and ambiguous.  
2 Without waiving the objection, the deponent will produce,  
3 however, redacted timesheets and billing records relating to or  
4 reflecting the amount of time expended in performing relevant  
5 services.

6 62. Deponent does not have possession, custody or control  
7 of any documents responsive to this request.

8 63. Deponent does not have possession, custody or control  
9 of any documents responsive to this request.

10 64. Deponent does not have possession, custody or control  
11 of any documents responsive to this request.

12 65. Deponent does not have possession, custody or control  
13 of any documents responsive to this request.

14 66. Deponent does not have possession, custody or control  
15 of any documents responsive to this request.

16 67. Deponent does not have possession, custody or control  
17 of any documents responsive to this request.

18 68. Deponent does not have possession, custody or control  
19 of any documents responsive to this request.

20 69. Deponent does not have possession, custody or control  
21 of any documents responsive to this request.

22 70. Deponent does not have possession, custody or control  
23 of any documents responsive to this request.

24 71. Deponent does not have possession, custody or control  
25 of any documents responsive to this request.

26 72. Deponent does not have possession, custody or control  
27 of any documents responsive to this request.

1        73. Deponent does not have possession, custody or control  
2 of any documents responsive to this request.

3        74. Deponent does not have possession, custody or control  
4 of any documents responsive to this request.

5 Dated: March 17, 1992

QUINN, KULLY & MORROW

6  
7 BY: 

John J. Quinn

8 Attorneys for Deponents  
9 JOHN J. QUINN and  
10 QUINN, KULLY & MORROW  
11  
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# PRIVILEGE LOG

| DATE          | AUTHOR   | RECIPIENT | CONTENTS   |
|---------------|----------|-----------|--|
| July 23, 1991 | J. QUINN | None      | Attorneys' notes & impressions re TRO hearing                    |
| July 24, 1991 | J. QUINN | None      | Attorneys' notes & impressions re TRO hearing                    |
| Undated       | Client   | J. QUINN  | One page of notes identifying dates                              |
| July 24, 1991 | J. QUINN | None      | Attorney impression of telephone conversation w/Barry Van Sickle |
| June 12, 1991 | J. QUINN | None      | Attorney impression of telephone conversation w/Barry Van Sickle |

DOCUMENTS PRODUCED IN RESPONSE TO DEPOSITION  
SUBPOENAS OF JOHN J. QUINN AND CUSTODIAN  
OF RECORDS FOR QUINN, KULLY & MORROW



INVOICE

QUINN, KULLY AND MORROW

A PROFESSIONAL LAW CORPORATION

EIGHTH FLOOR

520 SOUTH GRAND AVENUE

LOS ANGELES, CALIFORNIA 90071

TELEPHONE (213) 622-0300

TELECOPIER (213) 622-3799

CHURCH OF SCIENTOLOGY INTERNATIONAL  
ATTN: LYNN FARNY  
6331 HOLLYWOOD BOULEVARD, SUITE 1200  
LOS ANGELES, CA 90028-6329

RE: AZNARAN

OUR FILE NUMBER: 1460.0002

JJQ

AUGUST 12, 1991

BALANCE DUE FROM PREVIOUS STATEMENT . . . . .  
LESS PAYMENT(S) . . . . .

BALANCE FORWARD . . . . .

FOR PROFESSIONAL SERVICES RENDERED THROUGH 7/31/91

7/ 1/91 TELEPHONE CALL TO AND FROM B. VAN SICKLE: 3.00 1050.00  
TELEPHONE CALL TO AND FROM J. YANNY: CONFERENCE  
WITH W. DRESCHER AND L. FARNY; REVIEW OF TRIAL  
PREPARATION DOCUMENTS; CONFERENCE WITH TRIAL  
TEAM.  
ATTORNEY: JOHN J. QUINN



## INVOICE

## QUINN, KULLY AND MORROW

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TELECOPIER (213) 622-3799

AUGUST 12, 1991

PAGE 2

CHURCH OF SCIENTOLOGY INTERNATIONAL

[REDACTED]

|         |   |      |         |
|---------|---|------|---------|
| 7/ 2/91 | TELEPHONE CALLS TO AND FROM W. DRESCHER, L.<br>FARNY, B. VAN SICKLE; REVIEW MOTION FOR<br>OBJECTION TO SUBSTITUTION OF ATTORNEY; REVIEW<br>MOTION AND DECLARATIONS RE DISQUALIFICATION;<br>CONFERENCES WITH CLERK TO JUDGE IDEMAN.<br>ATTORNEY: JOHN J. QUINN | 5.50 | 1925.00 |
|---------|---|------|---------|

[REDACTED]

[REDACTED]

|         |  |      |        |
|---------|--|------|--------|
| 7/ 5/91 | REVIEW MOTION PAPERS; TELEPHONE CALL FROM L.<br>FARNY; REVIEW OF PLEADINGS AND MEMOS.<br>ATTORNEY: JOHN J. QUINN | 2.00 | 700.00 |
|---------|--|------|--------|

[REDACTED]

|         |   |     |       |
|---------|---|-----|-------|
| 7/ 5/91 | REVIEW PLAINTIFFS EX PARTE MOTION TO CONTINUE<br>HEARING ON SUMMARY JUDGMENT; CONFERENCE WITH J.<br>QUINN REGARDING SAME.<br>ATTORNEY: SHARON L. DOUGLASS | .30 | 37.50 |
|---------|---|-----|-------|

[REDACTED]

[REDACTED]

|         |  |      |         |
|---------|--|------|---------|
| 7/ 8/91 | REVIEW AND REVISE VARIOUS MOTIONS AND<br>DECLARATIONS; VARIOUS TELEPHONE CALLS AND<br>TELEPHONE CONFERENCES RE MOTIONS.<br>ATTORNEY: JOHN J. QUINN | 4.00 | 1400.00 |
|---------|--|------|---------|

[REDACTED]

|         |   |      |         |
|---------|---|------|---------|
| 7/ 9/91 | TELEPHONE CALLS TO AND FROM J. YANNY, W.<br>DRESCHER, H. GUILFELD, L. FARNY; REVIEW OF<br>PLEADINGS, DECLARATIONS AND RESPONSES.<br>ATTORNEY: JOHN J. QUINN | 7.00 | 1050.00 |
|---------|---|------|---------|

[REDACTED]



INVOICE

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520 SOUTH GRAND AVENUE

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CHURCH OF SCIENTOLOGY INTERNATIONAL

AUGUST 12, 1991

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[REDACTED]

7/15/91 TELEPHONE CALL TO AND FROM J. YANNY; TELEPHONE .50 175.00  
CALLS TO AND FROM L. FARNY AND W. DRESCHER.  
ATTORNEY: JOHN J. QUINN

[REDACTED]

[REDACTED]

7/16/91 REVIEW OF DOCUMENTS; TELEPHONE CALL TO AND FROM .60 210.00  
J. YANNY, L. FARNY, W. DRESCHER.  
ATTORNEY: JOHN J. QUINN

[REDACTED]

[REDACTED]



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AUGUST 12, 1991

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CHURCH OF SCIENTOLOGY INTERNATIONAL

[REDACTED]

|         |   |      |        |
|---------|---|------|--------|
| 7/18/91 | REVIEW [REDACTED] MOTION TO DISQUALIFY<br>COUNSEL.<br>ATTORNEY: SHARON L. DOUGLASS                      | 1.00 | 125.00 |
| 7/19/91 | REVIEW MOTION TO DISQUALIFY; [REDACTED]<br>ATTORNEY: SHARON L. DOUGLASS                                 | 4.60 | 575.00 |
| 7/20/91 | TELEPHONE CALL TO W. DRESCHER; REVIEW SCHEDULED<br>MOTIONS.<br>ATTORNEY: JOHN J. QUINN                  | .80  | 280.00 |
| 7/22/91 | REVIEW OF PLEADINGS; TELEPHONE CALL TO AND FROM<br>W. DRESCHER AND L. FARNY.<br>ATTORNEY: JOHN J. QUINN | .80  | 280.00 |
| 7/22/91 | REVIEW PLEADINGS, MOTION TO DISQUALIFY. [REDACTED]<br>ATTORNEY: SHARON L. DOUGLASS                      | 4.90 | 612.50 |

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



INVOICE

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CHURCH OF SCIENTOLOGY INTERNATIONAL

AUGUST 12, 1991

PAGE 5

ATTORNEY FEES:

INVOICE

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A PROFESSIONAL LAW CORPORATION

EIGHTH FLOOR

520 SOUTH GRAND AVENUE

LOS ANGELES, CALIFORNIA 90071

TELEPHONE (213) 622-0300

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AUGUST 12, 1991

PAGE 6

CHURCH OF SCIENTOLOGY INTERNATIONAL

COSTS ADVANCED:  
TELEPHONE/TELECOPY  
PHOTOCOPY

SUB-TOTAL OF CURRENT PERIOD FEES AND COSTS . . .

TOTAL ATTORNEY FEES AND COSTS DUE: . . . . .



DATE: 8/ 7/91

MONTHLY PRO FORMA STATEMENT AS OF 73191 FOR FILE 1460.0002 (2065)

PAGE 1

\*-----CLIENT (1)-----\* \*-----MATTER DESCRIPTION (12)-----\*

( 481) CHURCH OF SCIENTOLOGY INTERNATIONAL

AZNABAN

\*-----BILLING ADDRESS (4)-----\*

CHURCH OF SCIENTOLOGY INTERNATIONAL

ATTN: LYNN FARNY

6331 HOLLYWOOD BOULEVARD, SUITE 1200

LOS ANGELES, CA 90028-6329

RECEIVING ATTORNEY (3):

BILLING ATTORNEY (4): JOHN J. QUINN

PRACTICE TYPE (2): GENERAL CIVIL

NEGOTIATED RATE (8): 0.00

PER DIEM RATE (9): 0

LAST BILLING DATE (10): 71291

TIMECARD BILL FORMAT (11): ADD.

CREDIT ALLOCATION (21): BOTH

RETAINER ALLOCATION (22): C&amp;F

INTEREST RATE (23): 0

BILLING FREQUENCIES (6&amp;7): M M

BILLING RATE CODE (17): 1

| INDEX | ATTY | DATE  | STATUS | TIME | AMOUNT  | TIME | AMOUNT  | DATE | DESCRIPTION  |
|-------|------|-------|--------|------|---------|------|---------|------|--|
| (1)   | (1)  | (2)   | (3)    | (4)  | (5)     | (5)  | (5)     | (6)  | (6)  |
|       |      |       |        |      |         |      |         |      |  |
| 34498 | LIQ  | 70191 | B      | 3.00 | 1050.00 | 3.00 | 1050.00 |      | TELEPHONE CALL TO AND FROM B. VAN SICKLE;<br>TELEPHONE CALL TO AND FROM J. FARNY; CONFERENCE<br>WITH W. DRESCHER AND L. FARNY; REVIEW OF TRIAL<br>PREPARATION DOCUMENTS; CONFERENCE WITH TRIAL<br>TEAM.                            |
|       |      |       |        |      |         |      |         |      |  |
| 34501 | LIQ  | 70291 | B      | 5.50 | 1925.00 | 5.50 | 1925.00 |      | TELEPHONE CALLS TO AND FROM W. DRESCHER, L.<br>FARNY, B. VAN SICKLE; REVIEW MOTION FOR<br>OBJECTION TO SUBSTITUTION OF ATTORNEY; REVIEW<br>MOTION AND DECLARATIONS RE DISQUALIFICATION;<br>CONFERENCES WITH CLERK TO JUDGE IDEMAN. |
|       |      |       |        |      |         |      |         |      |  |
| 35056 | JJQ  | 70591 | B      | 2.00 | 700.00  | 2.00 | 700.00  |      | REVIEW MOTION PAPERS; TELEPHONE CALL FROM L.<br>FARNY; REVIEW OF PLEADINGS AND MEMOS.  |
| 35186 | SLD  | 70591 | B      | .30  | 37.50   | .30  | 37.50   |      | REVIEW PLAINTIFFS EX PARTE MOTION TO CONTINUE<br>HEARING ON SUMMARY JUDGMENT; CONFERENCE WITH J.<br>QUINN REGARDING SAME.  |



| INDEX | ATTY | DATE  | STATUS | TIME | AMOUNT  | *TIME | BILLING<br>AMOUNT | DATE | *DESCRIPTION*  |
|-------|------|-------|--------|------|---------|-------|-------------------|------|--|
| (1)   | (2)  | (3)   | (4)    | (5)  | (6)     | (7)   | (8)               | (9)  | (10)   |
| 35060 | JJQ  | 70891 | B      | 4.00 | 1400.00 | 4.00  | 1400.00           |      | REVIEW AND REVISE VARIOUS MOTIONS AND DECLARATIONS; VARIOUS TELEPHONE CALLS AND TELEPHONE CONFERENCES RE MOTIONS.          |
| 35061 | JJQ  | 70991 | B      | 3.00 | 1050.00 | 3.00  | 1050.00           |      | TELEPHONE CALLS TO AND FROM J. YANNY, W. DRESCHER, H. GUTFIELD, L. FARNY; REVIEW OF PLEADINGS, DECLARATIONS AND RESPONSES. |
| 34843 | JJQ  | 71591 | B      | .50  | 175.00  | .50   | 175.00            |      | TELEPHONE CALL TO AND FROM J. YANNY; TELEPHONE CALLS TO AND FROM L. FARNY AND W. DRESCHER.                                 |
| 34844 | JJQ  | 71691 | B      | .60  | 210.00  | .60   | 210.00            |      | REVIEW OF DOCUMENTS; TELEPHONE CALL TO AND FROM J. YANNY; L. FARNY, W. DRESCHER.   |
| 36319 | SLD  | 71891 | B      | 1.00 | 125.00  | 1.00  | 125.00            |      | REVIEW AND MOTION TO DISQUALIFY COUNSEL.   |
| 36320 | SLD  | 71991 | B      | 4.60 | 575.00  | 4.60  | 575.00            |      | REVIEW MOTION TO DISQUALIFY.   |



8/ 7/91

MONTHLY PRO FORMA STATEMENT AS OF 73191 FOR FILE 1460.0002 (2065)

PAGE 3

| INDEX | ATTY | DATE  | STATUS | TIME | AMOUNT | *-----BILLING-----* | DATE   | *-----DESCRIPTION-----*   |
|-------|------|-------|--------|------|--------|---------------------|--------|---|
|       | (1)  | (2)   | (3)    | (4)  |        | (5)                 | AMOUNT | (6)   |
| 647   | JJQ  | 72091 | B      | .80  | 280.00 | .80                 | 280.00 | TELEPHONE CALL TO W. DRESCHER; REVIEW SCHEDULED MOTIONS.                  |
| 847   | JJQ  | 72291 | B      | .80  | 280.00 | .80                 | 280.00 | REVIEW OF PLEADINGS; TELEPHONE CALL TO AND FROM W. DRESCHER AND L. FARNY. |
| 321   | SLD  | 72291 | B      | 4.90 | 612.50 | 4.90                | 612.50 | REVIEW PLEADINGS, MOTION TO DISQUALIFY,                                   |

[REDACTED]

[REDACTED]



| INDEX                               | DATE  | STATUS | AMOUNT | DESCRIPTION        |
|-------------------------------------|-------|--------|--------|--------------------|
|                                     | (1)   | (2)    | (3)    | (4)                |
| 1841                                | 73191 | B      |        | PHOTOCOPY          |
| 2063                                | 73191 | B      |        | TELEPHONE/TELECOPY |
| BALANCE DUE FROM PREVIOUS STATEMENT |       |        |        |                    |
| LESS PAYMENT(S)                     |       |        |        |                    |
| BALANCE FORWARD                     |       |        |        |                    |
| ATTORNEY ( )                        |       |        |        |                    |
| TIMECARD SUB-TOTAL ( )              |       |        |        |                    |
| DISBURSEMENT SUB-TOTAL              |       |        |        |                    |
| TOTAL                               |       |        |        |                    |

| *-----TIME AND FEE SUMMARY-----* |        |       |   |      |   |
|----------------------------------|--------|-------|---|------|---|
|                                  | RATE   | HOURS | % | FEES | % |
| JOHN J. QUINN                    | 350.00 |       |   |      |   |
| ERIC L. DOBBERTEN                | 235.00 |       |   |      |   |
| DAVID S. EISEN                   | 225.00 |       |   |      |   |
| D. JAY RITT                      | 150.00 |       |   |      |   |
| SHARON L. DOUGLASS               | 125.00 |       |   |      |   |

TOTALS

| *-----LEDGER SUMMARY-----* |                     |
|----------------------------|---------------------|
| TOTAL COSTS ADVANCED       | TOTAL FEES CHARGED  |
| TOTAL COSTS RECEIVED       | TOTAL FEES RECEIVED |

☒ BILL COSTS AND FEES  
☐ BILL FEES ONLY  
☐ BILL COSTS ONLY

☒ BILL BALANCE FORWARD  
☐ DO NOT BILL  
☐ CLOSE FILE



# INVOICE

## QUINN, KULLY AND MORROW

A PROFESSIONAL LAW CORPORATION

EIGHTH FLOOR

520 SOUTH GRAND AVENUE

LOS ANGELES, CALIFORNIA 90071

TELEPHONE (213) 622-0300

TELECOPIER (213) 622-3799

CHURCH OF SCIENIOLOGY INTERNATIONAL  
ATTN: LYNN FARNY  
6331 HOLLYWOOD BOULEVARD, SUITE 1200  
LOS ANGELES, CA 90028-6329

RE: JOSEPH A. YANNY

OUR FILE NUMBER: 1460.0015

JJQ

AUGUST 12, 1991

FOR PROFESSIONAL SERVICES RENDERED THROUGH 7/31/91

|         |  |      |         |
|---------|--|------|---------|
| 7/16/91 | TELEPHONE CALL TO AND FROM L. FARNY AND W. DRESCHER; TELEPHONE CALL FROM H. GUTFIELD RE APPOINTMENT.<br>ATTORNEY: JOHN J. QUINN  | .50  | 175.00  |
| 7/18/91 | TELEPHONE CALLS TO AND FROM M. RATHBUN, W. DRESCHER, L. FARNY; REVIEW PLEADINGS.<br>ATTORNEY: JOHN J. QUINN  | 1.50 | 525.00  |
| 7/19/91 | REVIEW PLEADINGS; MEETING WITH CLIENTS; APPEARANCE BEFORE JUDGE CARDENAS AND JUDGE CHIRLIN ON ORDER TO SHOW CAUSE RE TEMPORARY RESTRAINING ORDER.<br>ATTORNEY: JOHN J. QUINN         | 7.00 | 2450.00 |
| 7/20/91 | TELEPHONE CALL TO W. DRESCHER; REVIEW PLEADINGS<br>ATTORNEY: JOHN J. QUINN   | .60  | 210.00  |
| 7/22/91 | REVIEW OF DOCUMENTS AND FILE; TELEPHONE CALL TO AND FROM W. DRESCHER AND L. FARNY<br>ATTORNEY: JOHN J. QUINN   | .60  | 210.00  |
| 7/23/91 | REVIEW OF PLEADINGS; MEETING WITH CLIENTS; APPEARANCE BEFORE JUDGE CARDENAS RE ORDER TO SHOW CAUSE.<br>ATTORNEY: JOHN J. QUINN   | 4.00 | 1400.00 |
| 7/24/91 | REVIEW OF FILE AND DOCUMENTS; CONFERENCE WITH CLIENTS; APPEARANCE BEFORE JUDGE CARDENAS; VARIOUS TELEPHONE CALLS TO W. DRESCHER, L. FARNY, B. VAN SICKLE.<br>ATTORNEY: JOHN J. QUINN | 4.00 | 1400.00 |

INVOICE

QUINN, KULLY AND MORROW

A PROFESSIONAL LAW CORPORATION

EIGHTH FLOOR

520 SOUTH GRAND AVENUE

LOS ANGELES, CALIFORNIA 90071

TELEPHONE (213) 622-0300

TELECOPIER (213) 622-3799

AUGUST 12, 1991

PAGE 2

CHURCH OF SCIENTOLOGY INTERNATIONAL

7/31/91 REVIEW OF FILE AND DOCUMENTS.  
ATTORNEY: JOHN J. QUINN

.40 140.00

ATTORNEY FEES:

18.60HRS 6510.00

SUB-TOTAL OF CURRENT PERIOD FEES . . . . . 6510.00

TOTAL ATTORNEY FEES DUE: . . . . . 6510.00



\*-----CLIENT (1)-----\* \*-----MATTER DESCRIPTION (12)-----\*

(481) CHURCH OF SCIENTOLOGY INTERNATIONAL

RTC/JOSEPH A. YANNY

\*-----BILLING ADDRESS (4)-----\*  
CHURCH OF SCIENTOLOGY INTERNATIONAL  
ATTN: LYNN FARNY  
6331 HOLLYWOOD BOULEVARD, SUITE 1200  
LOS ANGELES, CA 90028-6329

RECEIVING ATTORNEY (3):  
BILLING ATTORNEY (4): JOHN J. QUINN  
PRACTICE TYPE (2): GENERAL CIVIL  
NEGOTIATED RATE (8): .00  
PER DIEM RATE (9): 0  
LAST BILLING DATE (10): 61991

TIMECARD BILL FORMAT (11): ADD  
CREDIT ALLOCATION (21): BOTH  
RETAINER ALLOCATION (22): CAF  
INTEREST RATE (23): 0  
BILLING FREQUENCIES (647): M M  
BILLING RATE CODE (17): 1

| INDEX   | ATTY | DATE  | STATUS | TIME | AMOUNT | TIME | AMOUNT | DATE | DESCRIPTION  |
|---|------|-------|--------|------|--------|------|--------|------|--|
| (1)   | (1)  | (2)   | (3)    | (4)  | (5)    | (5)  | (5)    | (6)  | (6)  |
| 34861   | JJQ  | 71891 | R      | 1.50 | 525.00 | 1.50 | 525.00 |      | TELEPHONE CALLS TO AND FROM M. RATHBUN, W. DRESCHER, L. FARNY; REVIEW PLEADINGS. |
| BALANCE DUE FROM PREVIOUS STATEMENT . . . . . |      |       |        |      |        |      |        |      |  |
| LESS PAYMENT(S) . . . . .                     |      |       |        |      |        |      |        |      |  |
| BALANCE FORWARD . . . . .                     |      |       |        |      |        |      |        |      |  |
| ATTORNEY ( 1.50 HRS) 525.00                   |      |       |        |      |        |      |        |      |  |
| TIMECARD SUB-TOTAL ( 1.50 HRS) 525.00         |      |       |        |      |        |      |        |      |  |
| DISBURSEMENT SUB-TOTAL . . . . . .00          |      |       |        |      |        |      |        |      |  |
| TOTAL . . . . .                               |      |       |        |      |        |      |        |      |  |

*Transfer  
to  
1460.0015*

\*-----TIME AND FEE SUMMARY-----\*

|               | RATE   | HOURS | %     | FEE    | %     |
|---------------|--------|-------|-------|--------|-------|
| JOHN J. QUINN | 350.00 | 1.50  | 100.0 | 525.00 | 100.0 |

\*-----LEDGER SUMMARY-----\*

|                      |       |                     |         |
|----------------------|-------|---------------------|---------|
| TOTAL COSTS ADVANCED | 28.25 | TOTAL FEES CHARGED  | 3783.00 |
| TOTAL COSTS RECEIVED | 12.00 | TOTAL FEES RECEIVED | 3678.00 |

☒ BILL COSTS AND FEES  
☐ BILL FEES ONLY  
☐ BILL COSTS ONLY

☒ BILL BALANCE FORWARD  
☐ DO NOT BILL  
☐ CLOSE FILE

\*-----CLIENT (1)-----\* \*-----MATTER DESCRIPTION (12)-----\*  
(-481) CHURCH OF SCIENTOLOGY INTERNATIONAL JOSEPH A. YANNY

\*-----BILLING ADDRESS (4)-----\* RECEIVING ATTORNEY (3):  
CHURCH OF SCIENTOLOGY INTERNATIONAL BILLING ATTORNEY (4): JOHN J. QUINN  
ATTN: LYNN FARNY PRACTICE TYPE (2): GENERAL CIVIL  
6331 HOLLYWOOD BOULEVARD, SUITE 1200 NEGOTIATED RATE (8): .00  
LOS ANGELES, CA 90028-6329 PER DIEM RATE (9): 0  
LAST BILLING DATE (10): 0  
TIMECARD BILL FORMAT (11): ADD  
CREDIT ALLOCATION (21): BOTH  
RETAINER ALLOCATION (22): CAF  
INTEREST RATE (23): 0  
BILLING FREQUENCIES (6&7): M M  
BILLING RATE CODE (17): 1

| INDEX | ATTY<br>(1) | DATE<br>(2) | STATUS<br>(3)                  | TIME<br>(4) | AMOUNT  | TIME<br>(5) | AMOUNT  | DATE | *-----DESCRIPTION-----*  |
|-------|-------------|-------------|--------------------------------|-------------|---------|-------------|---------|------|--|
| 35984 | JJQ         | 72491       | B                              | 4.00        | 1400.00 | 4.00        | 1400.00 |      | (6)<br>REVIEW OF FILE AND DOCUMENTS; CONFERENCE WITH<br>CLIENTS; APPEARANCE BEFORE JUDGE CARDENAS;<br>VARIOUS TELEPHONE CALLS TO W. DRESCHER; L.<br>FARNY, B. VAN SICKLE.<br>REVIEW OF FILE AND DOCUMENTS. |
| 37111 | JJQ         | 73191       | B                              | 4.00        | 140.00  | 4.00        | 140.00  |      |  |
|       |             |             | ATTORNEY                       | ( 4.40 HRS) |         |             | 1540.00 |      |  |
|       |             |             | TIMECARD SUB-TOTAL ( 4.40 HRS) |             |         |             | 1540.00 |      |  |
|       |             |             | DISBURSEMENT SUB-TOTAL         |             |         |             | .00     |      |  |
|       |             |             | TOTAL                          |             |         |             | 1540.00 |      |  |

+525<sup>00</sup> (from 0007) / 4445<sup>00</sup> = 6510~

\*-----TIME AND FEE SUMMARY-----\*  
JOHN J. QUINN RATE HOURS % FEES %  
350.00 4.40 100.0 1540.00 100.0

\*-----LEDGER SUMMARY-----\*  
TOTAL COSTS ADVANCED .00 TOTAL FEES CHARGED .00  
TOTAL COSTS RECEIVED .00 TOTAL FEES RECEIVED .00

☒ BILL COSTS AND FEES ☒ BILL BALANCE FORWARD  
☐ BILL FEES ONLY ☐ DO NOT BILL  
☐ BILL COSTS ONLY ☐ CLOSE FILE



PROOF OF SERVICE

STATE OF CALIFORNIA       )  
                                  )    ss.  
COUNTY OF LOS ANGELES    )

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Hollywood, CA 90028.

On March 17, 1992, I served the foregoing document described as NOTICE OF OBJECTION TO DEFENDANTS' NOTICE OF DEPOSITION AND DEPOSITION SUBPOENA TO THE CUSTODIAN OF RECORDS OF QUINN, KULLY & MORROW AND JOHN J. QUINN AND DOCUMENTS PRODUCED IN RESPONSE TO DEPOSITION SUBPOENAS OF JOHN J. QUINN AND CUSTODIAN OF RECORDS FOR QUINN, KULLY & MORROW on defendants in this action,

[ ] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [X] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Graham E. Berry    **BY HAND**  
Lewis, D'Amato, Brisbois & Bisgaard  
221 North Figueroa Street  
Suite 1200  
Los Angeles, CA 90012

Joseph A. Yanny  
1925 Century Park East  
Suite 1260  
Los Angeles, CA 90067

Patrick K. Smith  
1408 Talbott Tower  
131 N. Ludlow Street  
Dayton, OH 45402-1773

Bowles & Moxon  
6255 Sunset Blvd. Suite 2000  
Hollywood, CA 90028

William T. Drescher  
23679 Calabasas Road, Suite 338  
Calabasas, CA 91302

[X] BY MAIL

[ ] \*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on March 17, 1992, at Los Angeles, California.

[X] \*\*(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on March 17, 1992, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

BODE K. H. H.

B. T. Drescher  
Signature

\* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

\*\* (For personal service signature must be that of messenger)





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1 discussions, they would not be repeated and would not become  
2 the subject of declarations in either of the pending lawsuits.  
3 Van Sickle agreed.

4 4. I then told Van Sickle that the defendants in this  
5 case would be willing to settle both lawsuits for a certain  
6 figure. I told Van Sickle how much of that figure my clients  
7 would be willing to pay to the Aznarans to end the litigation,  
8 which I considered to be of nuisance value. Van Sickle  
9 expressed his view that the figure was too low to accomplish  
10 settlement, but agreed to convey it to the Aznarans. I told  
11 Van Sickle that the amount in question was the maximum that my  
12 clients would ever agree to pay the Aznarans in settlement, and  
13 that this was a one-time offer, available to the Aznarans as  
14 part of a joint settlement.

15 5. I later received a telephone call from Van Sickle in  
16 which he flatly rejected my offer on behalf of the Aznarans.

17 6. I never suggested to Mr. Van Sickle that I would  
18 negotiate further with him, or anyone, concerning settling this  
19 case, nor did Mr. Drescher ever make such a suggestion in my  
20 presence.

21 7. Neither Mr. Drescher nor myself ever told Van Sickle  
22 that a "condition" of settlement was that the Aznarans  
23 discharge Ford Greene, nor did we in any way imply that this  
24 was the case.

25 8. I never told Van Sickle that we no longer wished to  
26 negotiate because the Aznarans were now without counsel. The  
27 issue did not arise because I simply made a one-time offer to  
28 the Aznarans, which was rejected.



1           9. On June 20, 1991, I again met with Mr. Drescher and  
2 Van Sickle at breakfast to discuss settlement in the Corydon  
3 case. At this meeting, Van Sickle told Mr. Drescher and me  
4 that the Aznarans had told him that they fired Greene for the  
5 following reasons:

6           a. Greene did not return their telephone calls, and was  
7 hard for them to reach;

8           b. Greene had disappeared for several months into a  
9 rehabilitation center without telling the Aznarans that he was  
10 going to do this;

11           c. The Aznarans had been warned by other Greene clients,  
12 including Marjorie Wakefield, that Greene had mishandled their  
13 cases;

14           d. Greene had entered into a stipulation without  
15 consulting them;

16           e. Greene had billed them for a deposition which he did  
17 not attend, and tried to collect payment for it; and

18           f. Greene was not doing anything to move the case forward.

19           10. Van Sickle then made an offer on behalf of the Aznarans  
20 to settle the case for a figure considerably higher than the  
21 offer our clients had made to the Aznarans, which I rejected on  
22 behalf of our clients.

23           11. Late in the morning on Friday, June 28, 1991, Joseph  
24 A. Yanny called my office and left a message with my  
25 secretary that he intended to give me notice that he was coming  
26 into the Aznaran case and he wanted to discuss the summary  
27 judgment motion set for July 22, 1991.

28           12. During the afternoon on Friday, June 28, 1991, I



1 spoke on two occasions with Mr. Yanny. Yanny stated that he  
2 intended to substitute into this case as counsel for the  
3 Aznarans. He requested an extension of time of 45-60 days to  
4 respond to the summary judgment motion which defendants  
5 recently filed. I informed Yanny that I considered any  
6 proposed representation of the Aznarans by him to be  
7 ethically improper. I informed him that I would have to check  
8 with my clients regarding the possibility of any extension to  
9 respond to the summary judgment motion.

10 13. On Monday, July 1, 1991, I once again received a  
11 telephone call from Yanny, asking me about the extension of  
12 time for plaintiffs to respond to the summary judgment motion.  
13 When I pointed out that Yanny had not yet even been approved to  
14 represent plaintiffs, Yanny informed me that the Court had in  
15 fact approved the substitution. Neither I nor any of my  
16 co-counsel had ever received so much as a notice of a request  
17 for substitution.

18 14. Yanny further told me that if I refused to agree to  
19 the requested continuance, that Yanny would file a motion which  
20 he intended to support with multiple declarations from Barry  
21 Van Sickle and others phrased in such a manner as to embarrass  
22 my clients, my firm and me. I again objected to Yanny's

23 ///

24 ///

25 ///

26 ///

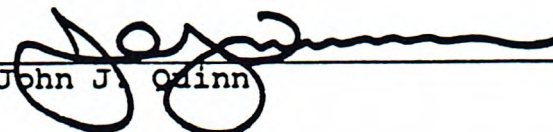
27 ///

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1 proposed presence in the case and to his threatening conduct.

2 I declare under penalty of perjury that the foregoing is  
3 true and correct.

4 Executed at Los Angeles, California, this 8<sup>th</sup> day of July  
5 1991.

6   
7 John J. Quinn  
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